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EXPENSES OF THE SENATE.

Mr. MANN has given notice of a bill, which provides that no person shall carry freight or passengers, or run lines, or attend on the shipping in New-York, except licensed boatmen. The Mayor shall grant licenses to all persons who are citizens, and present sufficient recommendations signed by three shipping merchants. Each boatman shall paint his name and number on his boat. A fine of ten dollars is imposed for a neglect of this provision, and persons violating the other provisions shall be subject to a fine of $500, or imprisonment one year.

TO RACE, OR NOT TO RACE.

In the Senate, this morning, there were four several remonstrances presented against the passage of the "Act to prevent horse-racing in the County of Queens." Two of them from Kings County were numerously signed, and the residences of the remonstrants placed opposite their names. One from Queens County was similarly signed, and I observed a majority put themselves down as farmers. The one from New-York was headed by Ex-Recorder TALLMADGE, County Clerk COSSOULY, High Sheriff WILLETT, Ex-Sheriff OSBORN, followed by most of the Heads of the Departments of the City, Aldermen, Councilmen, nearly every stage proprietor, as well as by many very prominent citizens, probably about a thousand names altogether.

LO! THE POOR INDIANS.

Mr. WADSWORTH presented a memorial from the Chiefs of Six Nations, asking the State to establish boarding schools. They say "that while some portion of their people retain the prejudices of their forefathers against progress and improvement, much the larger portions are anxiously desirous of overtaking the age in which they live, and are ready to make strenuous efforts for that purpose, convinced that this the hope of their race." It is signed by HENRY SILVERHEEL, DANIEL TWO GUNS, N. H. PARKER and others.

SAVINGS BANKS.

Mr. KELLY, from the Committee on Banks, reported a bill relative to Savings Banks, or institutions for Savings, amending the present law in many important respects. One of the provisions is, that when any loan is made on stocks, and they depreciate so that the amount loaned on them shall exceed ninety per cent of the market value, the directors shall require the immediate payment of the loan, thus secured, or additional security, so that the amount loaned shall be at least 10 per cent. less than the market value of such security. It also prohibits the taking of money on the hypothecation of the bonds or stocks of any bank or banking association, or to purchase any real estate, except such as may be requisite for its immediate accommodation for the convenient transaction of its business, or such as shall have been mortgaged to it in good faith for moneys loaned in pursuance of the provisions of the act, or such as shall have been purchased at sales upon judgments or decrees obtained or rendered for moneys so loaned.

It also prohibits the loaning of any portion of the funds to any President, Vice-President, Director, Trustee, or any officer or servant of such institution.

The main feature of this bill however, is, that it places Savings Institutions, of whatever nature, under the surveillance of the Bank Superintendent, and compels them to report to him quarterly, whereby they shall report their affairs in detail, and, on the 1st day of January, they shall embody in their report the details of the preceding year in addition to their regular quarterly report, and these reports the Bank Superintendent must report annually to the Legislature, and also to suggest any amendment to the laws relative to Savings Banks that may be proper to increase the security of depositors.

It also makes the Trustees or Directors individually responsible for any losses that may accrue from loans made in violation of this act, and repeals all laws inconsistent with the provisions of this act.

SCHOOL APPROPRIATIONS.

A bill was introduced by Mr. BRADFORD, entitled, "an Act to appropriate the avails of the State tax and other school moneys for the support of schools, and for the expenditure of a portion of the Library money in providing the school districts with the law and decisions relating to public instructions," is fully explained by its title—it being the regular Annual Appropriation bill for $800,000 for the use of schools, and merely diverting so much of the School Library Money to the payment of expenses that may be incurred in the publishing of the "Code of Public Instruction."

DESTITUTE CHILDREN.

Mr. SICKLES gave notice of his intention to introduce a bill to provide for the care of destitute children on Blackwell's Island, and also of a bill to allow children of American parents born abroad, to hold and convey real estate.

Mr. NOXON introduced the following bill in relation to General Practice Terms in the Supreme Court.

SEC. 1. All appeals authorized by § 349 of the Code of Procedure, and such other appeals as are now or may hereafter be authorized from orders or decisions or questions of practice made at a Special Term or by a single Judge of the Supreme Court, the Superior Court of the City of New-York, the Court of Common Pleas of the City and County of New-York, or a County or Special County Judge, shall be made to the Court established by this act.

§ 2. The Justices of the Supreme Court having the longest time to serve in the several Judicial Districts not represented in the Court of Appeals, shall constitute a Court for the hearing and decision of questions of practice upon appeal.

§ 3. Such Court to hold four annual terms—at City Hall, New-York, third Tuesday in January; at the Capitol, Albany, third Tuesday of May; at Court House, Syracuse, first Tuesday in September; at Court House, Rochester, third Tuesday in November; to continue as long as the public interests require.

§ 4. The Court may hold extra terms, notice thereof to be given by the Secretary of State once a week, for four weeks, in the State papers.

§ 5. Three Justices may hold such terms. In case three cannot attend, the Governor may appoint any other Justice of the Supreme Court to attend in the vacant place.

§ 6. The Justices of said Court shall designate the Justice who shall preside.

§ 7. If the Justices in any case are equally divided in opinion, they may order a rehearing. If on such rehearing there is no change, the decision or order appealed from shall be affirmed.

§ 8. The Court may affirm, reverse or modify the decision or order appealed from.

§ 9. The Justices of said Court shall have power, from time to time, by general rules, to establish, modify, alter and amend the practice of said Court, and of the Supreme Court, not provided for by any statute. And the said Justices shall meet in general session at the Capitol in Albany on the first Wednesday of August, 1856, and every five years thereafter; and at such sessions shall revise and consolidate such general rules, and make such amendments thereto as experience has shown to be necessary; and make such other rules as they deem proper, not inconsistent with any statute. These rules shall govern the Superior Court, New-York, Court of Common Pleas of the City and County of New-York, and County Courts, so far as the same may be applicable.

§ 10. Repeals section 470, Code of Procedure.

§ 11. Creates a "Practice Reporter" of the Court at a salary of $1,000, to be appointed by the Governor, Lieutenant-Governor and Attorney-General. He shall report all cases that the Court directs. Every decision shall be reported as soon after it is made, as practicable. The reporter may be removed by a concurrent vote of both branches of the Legislature.

§ 12. No person shall obtain a copyright for such reports, but the same may be published by any person.

§ 13. The Clerk of the County in which the term of the Court is held, shall be Clerk of the Court at such term. He shall furnish to the attorneys of the respective parties in each appeal, a certified copy of the rule, order, or decision made by the Court therein, and shall receive fifty cents on each appeal heard, to be paid by appellant.

The bill to amend the act incorporating the New-York Juvenile Asylum was passed.

EXAMINATION OF CHARITABLE INSTITUTIONS.

Mr. SICKLES called from the table his resolution for the appointment of a traveling Committee to visit the charitable institutions of the State, and pending the discussion upon it the hour of 12 M. arrived, and the Senate went into executive session with closed doors.

A LITTLE MORE ABOUT RACING.

Upon reopening the doors, the special order was called, which was the consideration of the bill to prevent horse-racing in Queens County. The debate continued until 2½ P. M., when Mr. SPENCER, obtaining the floor, said he was a great admirer of the house, but he preferred bottom to speed, and moved an adjournment, which was carried amid much laughter.

THE SHIPPERS PAVING THE WAY FOR A CRUSADE UPON THE STEAMERS.

The *Register* has been very successful of late in obtaining public plunder. The brother of one editor and the father-in-law of another are fixtures upon the State Treasury—they are Superintendents of Repairs, and in their hands doubtless the office will be no sinecure. HARMONY never could bear success. The least turn upward in the wheel of fortune is always certain to make him dizzy, and forthwith he dreams largely of additional successes. He makes one opening for plunder, but what he is asked with a desire to enlarge it. It is just so now. Elated by his success in fattening upon the Treasury two relatives of the *Register*, he is casting about for some other plunder. Judging from the following paragraph, I opine that he has discovered what he thinks will prove a mine. Hear him, as he discourses upon the subject of claims for canal damages:

"That a claim is an old one, is no argument against its justness; all the more promptly should justice be awarded if it has been long delayed. A few hundreds of dollars, a few thousands perhaps,—a sum small for the State—may prove of the utmost consequence to the claimant. Large or small sums justly due—claims of long or short standing—if well *grounded, should be recognized and paid. We trust* that such will be the rule by which the legislation of this Winter will be guided."

Probably no greater robberies were ever perpetrated than have been worked through under the title of "canal damages." In many cases the same claim has been paid once, twice, even three times from the State Treasury. But I must hold up, or I shall damage HARMONY's prospects. It is understood here that he has become agent for their prosecution before the Legislature, and I would not for the world mar his rising fortunes.

Gentlemen in want of "a few hundreds of dollars, or a few thousands, perhaps," give friend HARMONY a call. He will be happy to extract any "small sum for the State" from the State Treasury, and, no doubt, will do it upon the most reasonable terms.

LEO.

MR. GEORGE LAW.

The U. S. and Pacific Mail Steamship Case—Sloo against Law.

PAPERS INTERESTING TO POLITICIANS.

THE LIVE OAK MARKET.

In the United States Circuit Court, yesterday, before Judge INGERSOLL, the case of Albert G. Sloo and Edward Fisher vs. George Law, Marshall O. Roberts, *et al.*, came up, on a motion for a temporary injunction. The suit is brought by Sloo, who received the original contract from the Government for carrying the mails between New-York, Havana, New-Orleans, and Chagres, alleging that an agreement was made by him, in 1847, with Law & Roberts, and others of the defendants, by which the contract was assigned to Law & Roberts and B. R. McIlvaine, as Trustees, who were to build the steamships, carry out the contract, and receive the earnings and divide the net earnings between Sloo on the one hand, and the other parties to the agreement on the other. Fisher, the other plaintiff, has since been substituted as Trustee in place of McIlvaine, and various other changes have occurred in the interests of the several parties, and Sloo now alleges that the defendants have defrauded him in the transactions, to an immense amount, and prays that the defendant Trustees may be removed from office, and an accounting be directed, and that a temporary injunction be granted pending the suit.

Mr. Cutting and Mr. Rapallo applied to have the motion lie over, to give the defendants time to prepare their answer, and be ready to meet the motion. The plaintiffs counsel opposed, but Judge INGERSOLL finally laid the motion over to the fourth Monday of February.

THE COMPLAINANTS' BILL.

The complainants' bill, which was filed in May last, recites the following facts:

By an act of Congress of March 3, 1847, the Secretary of the Navy was authorized to contract with Albert G. Sloo, for the construction of five steamships, and for the transportation of the mails, between New-York, Havana, New-Orleans, and Chagres, at an annual compensation of $290,000. On the 26th of April, 1847, this contract was executed, and Sloo bound himself in the sum of $500,000 for its faithful performance. It was limited to a term of ten years, to commence with the commencement of the service. On Aug. 17, 1847, Sloo entered into an agreement with Prosper M. Wetmore, George Law, Marshall O. Roberts and Edwin Croswell, by which this contract was transferred to Law, Roberts and Bowes R. McIlvaine, Trustees for the joint benefit of all the parties to the covenant. The Trustees, two of whom were to be appointed by Law and his associates, and the third by Sloo, were to build and manage the steamships, and the sum of $12,500 was to be taken quarterly from their net earnings, one half of which was to be paid to Sloo, and the other half to Law and his associates, while the residue of the earnings was to be repaid to the latter for advances made by them. After the payment of all these advances, the net earnings were to be equally divided between Sloo, as the party of the first part, and Law and the others, as the party of the second part.

By a subsequent agreement between the parties to this covenant, on Feb. 7, 1850, the steamers *Ohio*, *Georgia*, and *Falcon*, were conveyed to the trustees, to be controlled and managed by them, and Roberts and Croswell assumed the duties of joint agents, at an aggregate salary of $15,000. Another agreement, at the suggestion of Law, was entered into on Jan. 21, 1851, with the Pacific Mail Steamship Company, Howland & Aspinwall, and others, by which the steamers *Illinois*, *Empire City*, *Crescent City*, *Cherokee*, *El Dorado*, and *Philadelphia*, were purchased and conveyed to the trustees. The steamer *Golden Gate* was at the same time covenanted to be conveyed, but the *George Law* was substituted for her.

Law, Roberts, Wetmore and Croswell subsequently assigned their interest in the deed of trust, of Aug. 17, 1847, to the United States Mail Steamship Company. In the Spring of 1854, Law resigned his office as Trustee, and Van Nostrand was appointed in his place, and in April, 1855, McIlvaine resigned, and Ellwood Fisher was appointed by Sloo to succeed him.

The bill then charges that Law, being charged with the construction of the steamers *Ohio* and *Georgia*, in rendering his accounts to the Trustees, charged the trust with $90,000, which had never been paid by him, and for which he had procured fraudulent vouchers. Roberts is charged to have been privy to this fraud. It is further alleged that prior to Jan. 1, 1854, Law, Roberts, Wetmore and Croswell and the United States Mail Steamship Company, either as contractors with Sloo in the agreement of August, 1847, or as Trustees charged the Trust account with the sum of $411,705 65, for which there are no vouchers, or the transaction is unlawful or beyond the powers of the trustees to make. McIlvaine, as one of the trustees, objected to these items, but they were allowed and retained by Roberts and Croswell, the agents, who were specially charged with keeping the books of the trust. Upwards of $200,000 in addition have been unlawfully charged by Law, Roberts and Croswell during the same period, and have been received by them out of the profits of the vessels running under the trust. They have likewise charged and received large sums of interest unlawfully.

It is next shown that Law and his associates, and the United States Mail Steamship Company, caused the steamers *North Star* and *United States*, belonging to the latter, to be run on the route of the trust, to its serious loss. At the same time they neglected to repair the steamers belonging to the trust, and made it appear that it did not own vessels enough to run on its own route, although there were then four or five vessels in its possession beyond what the service required. Law and Roberts then endeavored to persuade McIlvaine, their co-trustee, to consent to the purchase of the *United States*, at $100,000; and upon his refusal, they proceeded to incorporate her into the line, and charged the trustees ten thousand dollars a month for the use of her, or one hundred and twenty thousand dollars for one year's charter, besides the further sum of forty thousand do lars for alleged losses. She was subsequently sold for sixty thousand dollars—about one-half the sum charged to the Trust for one year's use of her. The *North Star* earned about one hundred thousand dollars during the time she was run upon the route of the Trust, which was all appropriated by the United States Mail Steamship Company. Sloo consequently claims that, whether the employment of vessels not belonging to the trust be lawful or not, he had been defrauded of large sums by Roberts and his associates.

The bill then recites the agreement of January, 1851, by which Howland & Aspinwall and the Pacific Mail Steamship Company were appointed agents in New-York, to collect the money for tickets and freights, and pay them to the Trustees, and by which they bound themselves not to be interested in any steamer running on the route of the trust, or to sell tickets or engage freights for the same. Their agency was to cease whenever they should appear to be so engaged. Howland & Aspinwall sold the *United States* to Law, with the intention, it is alleged, that she should be placed upon the route of the Trustees, and, by selling tickets for her after she was placed on the route, and was running there in violation of Sloo's rights, they violated their agreement, and their agency ceased. This happened in October, 1852, and Sloo claims that they are bound to refund all commissions for two and a half per cent, which they have charged since that time. They violated their contract in the same way, by selling tickets for the *North Star*, and paying the proceeds to the United States Mail Steamship Company. Sloo further claims that Howland & Aspinwall are liable to a penalty of $10,000, which they have incurred by their refusal to account to the Trustees.

It is next alleged, that in September last, Roberts, in concert with Howland & Aspinwall and the Pacific Mail Steamship Company, entered into a suit of partnership with the Mail Steamship Company, in violation of the trust deed and of the agreement of 1851; and that large portions of the earnings of the ships of the Trustees were paid over to the Mail Steamship Company, at the expense of the trust fund and of Sloo.

Have said Roberts are further charged with having violated the powers conferred upon them as Trustees, and with having excluded McIlvaine, the Trustee appointed by Sloo, from any participation in the management of the business of the trust. They have done many illegal acts without consulting him, or in direct disregard of his dissent, and being themselves large stockholders in the United States Mail Steamship Company, they have appropriated to the latter a large portion of the benefits of the trust. The chartering of the steamers *United States* and *North Star* was effected without McIlvaine's consent and against his refusal. They are also charged with having fixed ruinous rates of passage, without consulting him, and with having entered into a ruinous competition with the Nicaragua Company, by selling tickets at a losing price, when the latter company offered to come to some fair agreement or compromise. The loss to the trust, from the reckless competition, against the consent of McIlvaine, is estimated at from five hundred to eight hundred thousand dollars. This course is alleged to have been in consequence of an old grudge between Law and C. Vanderbilt, the head of the Nicaragua Company, and in order to destroy competition in the Pacific trade, Law and Roberts have sacrificed by the fund of trust. Law and Roberts also purchased all the supplies for the ships, without consulting McIlvaine, and often made immense purchases on time, and on their own personal credit, which were charged to the trust as cash, and for which cash was withdrawn from the trust, and appropriated to their own private use. An instance of this is cited, in a contract to purchase coal, made by Roberts, for which he had offered his own notes, and which, upon the seller's demanding the notes of all the Trustees, he renounced; whereby another purchase of coal had to be made, at an enormous loss. Many other instances of similar losses, it is alleged, have been detected, which, in consequence of the refusal of Roberts to exhibit the books of the trust to Sloo, cannot be fixed with certainty.

For these reasons, McIlvaine, finding it impossible to exercise his rights as a trustee, resigned his office, and Fisher was appointed in his place in April last. He found the accounts of the Trustees for the quarter commencing July 1, 1854, still open and under examination by McIlvaine, and after much difficulty he succeeded in examining the accounts commencing Oct. 1, in the same year. He discovered in them charges or payments made by Roberts, which Sloo was certain had never been made, but which were used to cover large defalcations in the cash account of Jan. 1, 1855. Funds of the trust, amounting to more than $30,000, were also found to be in the hands of Roberts, or of other unauthorized persons, without vouchers, while at the same time the bank account of the trustees was overdrawn $50,000, and bills payable were outstanding to the amount of $60,000.

Sloo, thereupon, sent his attorney and Fisher to the office of the Trustees to examine the accounts. Various unsatisfactory explanations of the defalcation were made by Roberts, who finally suggested that all funds received were, in fact, the funds of the United States Mail Steamship Company, (subject only to the quarterly payments of $12,500,) and that some payments had been made to them out of the fund of $290,000, paid to the Trustees, under the contract, by the Government. Upon learning this, they attempted to examine the mail pay account, to ascertain whether cash had been paid to the Trustees or not, but were interrupted by Roberts, who, it is charged, knew that such examination would expose the embezzlement of the funds, on the pretence that these were the books of the United States Mail Steamship Company, and not open to the inspection of other Trustees. These books, however, are claimed to be the only ones containing the mail service, and bills payable accounts, and the accounts of the agents, officers and employees of the Trust, and have been exhibited to Fisher on previous occasions by Roberts. The clerks' pay, who keeps them, and the rent of the offices in which they are kept, is also charged to the Trust.

Fisher, finding that the funds of the trust were under the sole control of Roberts, (the other Trustee, Van Nostrand, appointed in the place of Law, not appearing to have taken upon himself the duties of his office,) subsequently proposed to Roberts to notify the North River Bank that the checks of the Trustees should thereafter be signed by both of them jointly. Roberts refused to accede to this proposition, and threatened to close the bank account in forty-eight hours and stop the business of the trust. Fisher then addressed a note to the Bank of which Roberts is President, requesting them to pay the trust money only on checks signed by the three Trustees, which he delivered to Roberts, who caused it to be sent to the Bank. Roberts subsequently reiterated to Fisher that the United States Mail Steamship Company were entitled to use the funds arising out of the business of the Trustees, after payment of the quarterly dividends; that it was a mistake ever to have opened a bank account in the name of the Trustee, and that he proposed to close it.

Croswell, the joint agent with Roberts, is next charged with having participated with him in his various frauds, and with having taken the funds of the trust for his own use, while the trust has at the same time been charged large amounts of interest and commission on credits given it, as if it had no money.

By reason of these alleged frauds, usurpations of power and defalcations, and particularly by the exclusion of vessels of the trust and the substitution of others, the steamers *Ohio* and *Georgia* have been permitted to remain out of repair, in spite of the remonstrances of the Secretary of the Navy, whereby the contract with the Government is in danger, and the penalty of $200,000 liable to be incurred.

The bill further recites that, according to the account rendered by Roberts in the name of the Trustees, the cost of all the steamers belonging to the trust, exclusive of the *George Law*, was $2,511,710 03, of which $1,093,744 21 is claimed by Law, Roberts and their associates, of the United States Mail Steamship Company, as payable to them out of subsequent profits, including all commissions and interest, leaving an undivided half of an interest paid up, amounting to $1,477,965 80, due to Sloo. It is also claimed, that the accounts, when corrected, will show a balance in his favor, after thus vesting him with a complete title in equity to an undivided half of all the vessels, and the regularly accruing profits thereof. Roberts has, however, given out that Sloo's interest was not worth $80,000. He has, moreover, withheld from Sloo his quarterly payments for the space of nearly two years, to the amount of about $40,000, on the pretence that no money had been earned, which is admitted to have been the case recently, although the corresponding amounts due to the United States Mail Steamship Company have been regularly paid. Sloo charges that this was done to ruin his credit and embarrass him, so as to compel him to part with his interest in the vessel and contract for the sum at which Roberts had estimated it, who has, moreover, frequently made overtures to him, through other persons, to purchase it at that price.

The bill, therefore, prays that Roberts and Croswell may be removed from their offices as agents, and some fit persons appointed in their stead; that Law, Roberts, Croswell and Van Nostrand be decreed to account with Sloo and with the Trustees; that Howland & Aspinwall do the same to the extent to which they have been charged; and that Roberts be removed from the trust as Trustee, and some competent person appointed in his place.

MR. FISHER'S AFFIDAVIT.

The matter came before the Court yesterday on a motion made by Mr. Fisher, that a temporary injunction be granted by the Court, restraining the Trustees from exercising the powers imposed upon them, until the determination of this suit. His affidavit explains the reasons for this motion, as follows:

UNITED STATES CIRCUIT COURT FOR THE SOUTHERN DISTRICT OF NEW-YORK.—*A. G. Sloo and Ellwood Fisher vs. George Law, M. O. Roberts, et al.*—IN EQUITY.—Ellwood Fisher, being duly affirmed, says that he is one of the three Trustees of the United States Mail Steamship Line, under certain agreements, dated, respectively, Aug. 17, 1847, Feb. 7, 1850, and Jan. 21, 1851, having been duly appointed as such on the 7th of April last. And this affiant further saith that some weeks after his appointment as aforesaid, and, while in the performance of his duties in accordance therewith, he found it impossible to proceed with M. O. Roberts, another of the Trustees under said contracts, in consequence of the assumption by said Roberts of the exclusive management of the business of said Trust, the exclusive custody of its funds and of its most important books; and thereupon the above entitled suit was instituted. And this affiant further saith, that in about a month after said suit was commenced, a reference was proposed by some of the defendants and agreed to by the complainants. That after much delay, an agreement for that purpose, and providing that the decision of the referee should be made a decree of this Court, was signed by the parties on the 14th day of July last, by reason chiefly of the delays of the referee appointed by said defendants before and since the signature of said agreement, said referee not having commenced the duties assigned him. And this affiant further saith, that the refusal of said Covenant of Reference has been mainly occasioned from insisting on those rights as Trustee which had been violated by said Roberts, and so obstructed in the exercise of a similar authority, all concerning the trust, as aforesaid. But in the Spring of 1855, the said Roberts, on the nomination of three other Trustees, caused the United States Mail Steamship Company to place into the exclusive control of the Trustees two other steamships of their own, viz: the *Granada* and the *North Star*, the former about last May, and the latter about three weeks ago; and about one week ago, another steamship, the *St. Louis*, has also been put into the mail service of the Trustees.

And this affiant says that all this has been done without his concurrence or authority; for only five steamships are required for the regular performance of the functions of the trust, and the Trustees now own nine respectively. But this affiant says that the said Roberts has under his control or active management of the business, permitted many of the cities of the Trustees to lie up out of repair, and the said of his ships, in which, or the most of which, he has a more large interest than those of the trust, to be substituted in their place. The steamships *United States*, belonging to the United States Mail Steamship Company, were then employed in place of one of the trust ships, and the Trustees chosen for her use for one year, and paid money of agreement, and that money has been appropriated from the trust funds, and received by the said Roberts or the said United States Mail Steamship Company, although even after the mail ship was thus employed, she was sold for the benefit of the said Roberts, as this affiant was informed, by the said Roberts, to the said United States Mail Steamship Company, the said Roberts, received and retained, without accounting to the Trustees therefor, all the money received for her freightage and freight, amounting to about $20,000, although the said Trustees were charged with her share of the general expense of the line.

And this affiant further states, that from his information and belief, the said Roberts owns about half of the stock of the United States Mail Steamship Company, but that it is about one-fourth only of the profits made under the trust Agreement, and hence derives twice the advantage from the management of vessels belonging to the United States Mail Steamship Company in the business of the trust, that would result to him from the use of the ships of the trust exclusively in connection with the line.

And this affiant further states, that he is informed and believes that the United States Mail Steamship Company purchased the *North Star* of Cornelius Vanderbilt, at $400,000, to be paid by her earnings whilst running in the business of the trust, but that afterwards she was taken by said Vanderbilt in exchange for the steamship *Granada*, at $250,000, and that the mail line owned by the Company has been running for the last nine Grenadas, in place of one of the trust ships. And this affiant does not think the *North Star* is worth more than $150,000, nor the *Granada* more than $100,000. And this affiant states that the *Granada* was brought into the trust line without his consent, and that the *North Star* has been again introduced into that line within the last three weeks, and also without his consent. And this affiant is informed and believes that the said Vanderbilt is a stockholder in the U. S. Mail Steamship Company, and also a large creditor thereof, but affiant is ignorant of the terms on which said ships are now running. He has been informed by said Roberts that the principal motive for their employing said ships is to prevent said Vanderbilt from running them in opposition to the trust line; but affiant thinks that said Vanderbilt has too many relations to said U. S. Mail Steamship Company, as stockholder, creditor and opposition shipowner, to render such a power for said company to make contracts with him for the trustees, to the exclusion of the trust ships, and for the abstraction of the trust money, and all without the concurrence of the only trustee that does not profit by the fraud.

And this affiant further says, that the steamship *St. Louis*, also put into the trust line about a week ago, is, he is informed and believes, belonging to, or is controlled by, William H. Aspinwall, of the firm of Howland & Aspinwall, who assume to be still agents of the Trustees under the agreement of Jan. 21, 1851, although they bound themselves in that agreement, in a heavy penalty, not to run or be in any way be concerned in running, either as partners or ——, any ships in the line of the trust—but these of the trust.

And this affiant does not know, and is informed by the said Roberts that he does not know, on what terms the said steamship *St. Louis* is put into the mail service, but demands either twenty-five thousand dollars per round trip or month, or the entire proceeds of passage and freight.

But this affiant avers it to be so absurd as to be ridiculous for said Aspinwall to put a steamship into said line without authority, unless he presumes on some understanding with said Roberts, or believes that usurpation of the rights and powers of the Trustees might as well be perpetrated by him as by said Roberts; and affiant avers that the charge of $25,000 per month, or the proceeds of her earnings, is but an impudent pretence for plunder, for such a rate of compensation would double the amount of sales of said ship in a single year; for affiant has been offered for the same service, for a year, the steamship *Quaker City*, which is a much superior vessel, at the rate of $6,000 per month. And this affiant further states, that the steamship United States aforesaid was obtained from the said Aspinwall, or from the Pacific Mail Steamship Company, about two years ago, and intruded into the trust line, on that the said Aspinwall, or the said Vanderbilt, exercise the power or privilege alternately of putting of their useless or unavailable steamers, through the United States Mail Steamship Company, on the Trustees, who already have three or four steamers more than their business requires, and of doing this at enormous rates, being at the same time stockholders and creditors of the said United States Mail Steamship Company.

And this affiant further saith, that the Secretary of the Navy has urged the repair and employment in the line of the trust of the ships built under the contract with the Government, for carrying the mail, and threatened to arrest, as affiant is informed and believes, has promised to do so, but has only had the *Illinois*, after long delay and much urgency, at length repaired; but has totally neglected to repair the *Ohio* and *Georgia*, two other ships of the trust and of the contract with Government.

And affiant is informed and believes, that the repairs of the *Illinois* were delayed by express order of said Vanderbilt, who knew that there was no ship which she was sent for that purpose; and that the effect of said delay was to require that another ship should be employed, and that the *North Star*, the ship of said Vanderbilt, was accordingly employed by said Roberts in her place, without the concurrence of affiant. And affiant saith that said Roberts has given as a reason for not repairing said ships, that there were not funds of the trust wherewith to do it; but this affiant is fully assured, from his knowledge of the business, that more than $400,000 of clear profits have been made in the last year, which would be about four times the amount required to repair all said ships, as this affiant is informed by competent builders, and believes.

And the said Roberts has assigned as another reason, that the ships are too large and expensive to be employed in the business of the trust; but this affiant avers that, on the contrary, the past season has abounded in passengers, and that at times from seven to nine hundred have been crowded into the smaller vessels of the trust, and that the trust has no ships too large for such service.

And the affiant further believes that the said trust ships have been kept lying idle without repairs, in order to enable the said Roberts or the said United States Mail Steamship Company to use the money that ought to have been applied to that purpose—to use it to pay said Vanderbilt and the said Aspinwall for ships taken of them at enormous prices, the earnings of which on the charter price was to be divided between them as stockholders of the United States Mail Steamship Company in fraud of the trust, and to the injury of said Sloo, the complainant, who, being entitled to one-half of the profits of the trust, and said company the other, it follows, that every arrangement by which said company gets more than its share of said profits is fraud on him.

And this affiant further states, that when he was appointed Trustee, on the 7th April last, he found, that the quarterly accounts had been rendered up to the first of October only of the previous year, and that they had been made out only to the first of July of last year. That he has repeatedly objected to such long delay, as the agreement requires them to be made quarterly. But the said Roberts assigns as a reason for the delay, that the bills cannot be made sooner. This affiant, however, is satisfied that such is not the case. The revenue of the trust is derived from passengers, freights and the mail contract. The passengers pay in advance of embarkation. The freight is usually paid promptly on delivery of cargo, and the mail pay is punctually received with remunerality at the expiration of each quarter. As for the disbursements, it is obvious that those of whom labor or supplies are received would be quite willing to present their bills promptly if they could get their pay. But the fact is, they are frequently delayed from four to seven months, and hence the delay in rendering the trust accounts. The revenue of the trust is promptly received, its purchases are not promptly paid for, but when finally paid for, are charged as cash at the date of purchase and not at the date of payment; the consequence is that the said Roberts or the U. S. Mail Steamship Company have the use of the money in the interval without interest, but charge the trust with interest on all balances of accounts thus kept; and as the expenditure of the trust exceeds a million of dollars annually, the loss of interest thus sustained by the trust since its establishment, may be estimated at more than $100,000. And this affiant states, that not only are the repairs of the vessels done at an establishment of which a stockholder of the United States Mail Steamship Company is part owner, but the purchases of coal are chiefly made in this market, and of another Stockholder and Director of that Company, and the supplies of groceries and stores are largely purchased of the said Van Nostrand, one of the Trustees; all which affiant deems to be either absolutely improper, or as affording undue facilities for overcharging or unfair dealing, and as interfering with the proper responsibilities of the acting Trustees and Agents, the more so, when the only Trustee unconnected with these transactions, and the only one appointed by Sloo, who owns half the line, is practically excluded from any share in the supervision and control.

And this affiant further says, that he has learned from the avowals of said Roberts, and from announcements in the public papers, that a scheme has been formed between the said Roberts, the said Vanderbilt, (who has recently obtained, as is understood, the control of the Nicaragua line of steamers,) and the said Aspinwall, who is understood to have the control of the Pacific Mail Steamship Company, to consolidate both of said lines with the line of the trust aforesaid, and for that purpose to invest the said Vanderbilt with the absolute control of the said trust line, and in furtherance thereof to apply to the Government to abrogate the existing mail contract now held by said trustees, and to divide the mail service, and the compensation therefor between said line and the Nicaragua line; and accordingly this affiant has been recently informed by the Secretary of the Navy, that said Vanderbilt and Roberts called on him not long since, to propose that Government would take care of the ships of the trust line as preliminary to that arrangement; and this affiant believes that the recent transfer of the *North Star* and of the *St. Louis*, and the continuance of the *Granada* in the trust line, are designed to further said scheme, and to sacrifice the interest of the complainant Sloo, as a consequence of the policy which has already led to the previous violations of the contract by said Roberts, has frequently and always averred his construction of said contract to be, that until the moneys advanced to build the trust ships are all refunded, said Sloo acquired no interest when the profits thereof, and hence it became the interest of said Roberts and his associates to make the ships as poor as possible, and to embarrass and sacrifice the business and eventually the funds of the trust.

And this affiant avers that, from an careful examination of the contracts and accounts as he has been able to make, and as advised by the advice of the legal gentlemen consulted, and in the opinion of this City, he is satisfied that the passage have been fully expended, and that on a just and legal settlement, a large surplus will be chargeable to the said Roberts and associates, and that said Sloo is now fully entitled to an undivided interest of one-half of all said trust ships, and of the mail contract, and is also entitled to one-half the moneys expended.

And this affiant further says, that from all he has learned and believes, he is satisfied that the said Roberts and associates have made the trust ships, and the mail service, a mere pretext for enriching themselves at the expense of the trust, and of the complainant Sloo, and that the trust has been made to pay for the ships of the Trustees, and to pay for the ships of the United States Mail Steamship Company, and to pay for the ships of the Pacific Mail Steamship Company, and to pay for the ships of the Nicaragua

THE GOVERNOR OF GEORGIA ON THE VERMONT RESOLUTIONS.

[illegible]

[illegible] days ago a series of resolutions adopted by the Legislature of Vermont in relation to Kansas, transmitted to me by Governor of that State. I have hesitated to comply with the request of last resolution, for I very seriously doubt the propriety of my transmitting the humiliation of being made the medium to communicate an insult to the State of Georgia; and probably, because I equally despise a renewal of the agitation of the question of Slavery, so severe to the repose of the popular mind, and so hostile to the feelings or amity which should exist between the States of this Confederacy, and to hostile to the stability and integrity of our Federal Union. But after calm deliberation, I have come to the conclusion that my duty is to transmit to you these resolutions, leaving that the consequences shall be upon the heads of their authors.

ALLEGED MISREPRESENTATIONS IN THE VERMONT RESOLUTIONS.

The preamble and resolutions contain sentiments so much at variance with the principles and principles, but their allegations of facts have been so completely refuted by the official records of our Government, that I do not deem it necessary to do more than to say that the power and influence of the slaveholding States have been exerted in no way, either directly or indirectly, to prevent the organization of the Territorial Governments for Kansas and Nebraska, were passed, and that the present Administration of the General Government has lent itself to these measures and to their subsequent enforcement. If the occasion required, I should be at any time to confront these declarations with the unanimous voice of all our past history. Not a solitary instance can be adduced in which the slaveholding States ever asked Congress even to the prohibition of the question of Slavery, much less to exercise the power of prohibiting it; on the contrary, they have invariably opposed the exercise of the power, as a violation of the Constitution, and a dangerous precedent. Non-intervention is now, and always has been, their motto. They have deprecated the agitation of the subject in every form. They have remonstrated against its introduction into the Halls of Congress. They have appealed to the patriotism by which they could hope to reach their adversaries, by their reason, to desist from their assaults upon the Constitutional rights of the South. The Southern States have asked for the recapture of fugitive slaves, so far from being the intent of the founders of the Government and in violation of the spirit of the Constitution," was in perfect accordance with both. The Nebraska-Kansas act, so far from being a measure inviting the extension of Slavery in those Territories, simply restores to them the free exercise of all the attributes of the several states, and invests them with the right of making their own laws, subject to no restriction but that of conformity to the Constitution of the United States. The present Administration of the General Government has, therefore, "lent itself to no illegal and unjust enhancement" by seeing to the faithful execution of these laws. But to have been doubtful, the President would have substantially a guilty charge to answer against the Constitution which he has sworn to support. The action of the presidential candidates of Vermont, in reference to the proceedings of the Kansas Legislature, are equally unfortunate. It is a fact of general notoriety that, under the proclamation of Governor Reeder prescribing the time, place, and manner of holding elections for members of the Territorial Legislature of Kansas, the people thereof selected their representatives, that they convened at the place designated in his proclamation, received from the Governor certificates of their election, organized as a legislative body, and the Governor communicated to them his Executive Message. Thus regularly clothed with legislative functions, they proceeded orderly to the enactment of laws for the government of Kansas. Now, it is asserted that armed citizens from Missouri unlawfully invaded the Territory, and by the possession of the ballot-box, prevented a certain class of citizens from exercising the elective franchise, and thus vitiated the elections held in pursuance of the Governor's proclamation. This is not true; and, looking to the circumstances of the case, it is impossible to have been true. In this proclamation, Governor Reeder was careful to specify and define the mode of contesting the legality of the election of members to the Territorial Legislature. He prescribed "That in case any person shall desire to contest the election of any district of the Territory, he shall make a written statement, directed to the Governor, setting forth the particular precinct or district they intend to contest, the candidate whose election they dispute, and the specific cause of complaint in the conduct or return of said election, which complaint shall be signed by not less than five qualified voters of the Territory, and with the affidavit of one or more of such voters, as to the truth of the facts set forth therein; such written statement must be presented to the Governor, at his office, on or before the 4th day of April, 1855, and it shall thereupon be the duty of the Governor, forthwith, to order a new election, in the district or precinct, or district in question, to be held at such time, not exceeding twenty days from the date of such order, as he shall deem most conducive to the interest of the Territory, and to give notice thereof." Now, if any such contest was ever instituted, it is not known to the Governor, and it is not probable that it was, for the reason that the proceedings of the Legislature were not disturbed. If contested, and if contested upon the degradation of one half of the Territory, the Federal Union, the Governor would have to state the history of those doctrines; but it is idle to reason with fanatics, and sound constitutional men everywhere will be convinced that we permit the future to be dignified patience, but resolved to meet aggression as heretofore. I should not have indulged in such elaborate comment upon the preamble and resolutions of Vermont, but for the fact that existing circumstances give them a point and significance which it is impossible to disregard. It is obvious that the fate of Kansas is the paramount question of the day, and that upon its satisfactory adjustment is probably suspended the safety of the Slaveholding States and the continuance of the Federal Union.

THE STRUGGLE BETWEEN THE NORTH AND THE SOUTH—ACTION RECOMMENDED.

But it is in vain to expect that our assailants will voluntarily relent their purpose or relax their efforts for our destruction. They will either conquer the friends of the Constitution and the Union, or they must be conquered. In the latter result the rights of the South will be maintained; but in the event of the former, the South must take care of herself. Such is the awful issue which is now distinctly presented to the country. Whilst you should studiously avoid all rashness, either in expression or action, you will be disloyal to the great first law of self-protection if you should fail to adopt such measures of legislation as may be best calculated to avert impending calamities if they may be, and if not, to protect the State against their ruinous consequences. Georgia took her position upon this momentous issue in her convention of 1850. In the fourth resolution adopted by that body, she solemnly announced that she would "resist, even to a last resort) to the disruption of every tie that binds her to the Union," the acts of aggression therein enumerated. But the Convention did not designate the time and mode of resistance, but left it for a future Convention to determine. But such a Convention cannot be assembled without a legislative authority. I therefore respectfully renew the recommendation contained in my message to the General Assembly at the commencement of your session, that a general act authorizing the Governor upon the event of any of the contingencies specified in the minutes of the Convention of 1850, to call a convention to consider and determine the time and mode of resistance, thereby contemplated. Should such contingency never arise, the Legislature can do no harm; if it should, it will be notice in advance to our assailants; it will throw upon them the responsibility of consequences, and justify the State in the estimation of mankind. The signs of the times are portentous; it rests with you calmly and firmly to place the State in the best attitude to breast the swelling storm. HERSCHEL V. JOHNSON.

DISCOURTESY IN THE LEGISLATURE ON THE GOVERNOR'S MESSAGE—RIDICULOUS RESOLUTIONS—VERMONT TO BE SWAMPED.

There was much high feeling and indignation in the House upon the reading of the Vermont resolutions. Every man expressed the utmost contempt and loathing for this string of insulting falsehoods and for their authors. The only point upon which they were not agreed was what disposition should be made of them.

Mr. Lewis, of Green, moved to refer them to the Committee on the State of the Republic.

Mr. Jones, of Morgan, opposed, and offered a resolution that the Governor transmit to the Governor of Vermont, with the request to lay the same before the Legislature of said State, the resolves of the Georgia Convention of 1850, and to enclose within the same a leaden bullet.

Mr. Tumlin said he would go for that if they would send powder with it.

Mr. Jones—And a coil of rope.

Mr. Trutten—"Hanging is too good for traitors." He was opposed to referring these resolutions to the Committee on the State of the Republic. Words were useless. The time for action had come. He, for one, was prepared to act, and he hoped they would not be bound in the form of a Committee.

Mr. Crook, Chairman of the Committee, assured the gentleman from Floyd that the Committee had as much contempt for these things as he, and that some active indication of that would be recommended by them.

Mr. Smith, of Union, offered the following resolutions, the reading of which was received with applause by the House:

Resolved, By the General Assembly of the State of Georgia, that his Excellency, the Governor, be, and is hereby requested to transmit the Vermont Resolutions forthwith to the deep, dark and fetid sink of social and political iniquity from whence they emanated, with the following unequivocal declaration inscribed thereon:

Resolved, That Georgia, standing on her constitutional palladium, heeds not the maniac ravings of hell-born fanaticism, nor stoops from her lofty position to hold terms with perjured traitors.

After some further discussion, the motion to refer prevailed. A motion was then made to print five hundred copies of the Governor's Message, (accompanying these resolutions,) and Vermont resolves. The House would not for a moment entertain the idea of printing these insults, but after some further debate one hundred copies of the Message were ordered to be printed.

In the Senate, the following resolution was offered:

Resolved, That his Excellency President Pierce be requested to employ a sufficient number of able-bodied Irishmen to proceed to the State of Vermont, and to dig a ditch around the limits of the same, and to float "the thing" into the Atlantic.

Yale College Matters—The Beethoven Trouble stated in Other Language.

YALE COLLEGE, Saturday, Feb. 2, 1856.

To the Editor of the New-York Daily Times:

I notice in your issue of to-day a statement of the demise of the Beethoven Society. Being a member of that time-honored institution, I take the liberty of protesting against thus summarily putting it out of existence. In the first place, Beethoven has *not* "disbanded, departed and died." I am not aware that it is necessary to the existence of a musical society in College that it should perform at chapel services. We have here another similar society for the cultivation of *instrumental* music, comprising all sorts of instruments, drum, fife, flutes, violins, &c., but I have yet to learn that it is necessary for this society to take a part in the evening religious services in order to manifest its vitality. That Beethoven has ceased to sing for the edification of the public is true, but the statements in your paper are calculated to give a wrong impression as to the reasons thereof.

The *facts* in the case are these. The Faculty became disgusted at the crowds which were attracted to the Chapel to hear the anthems sung on those "Summer Sabbath evenings," probably thinking that those "dimple-faced tutors," as well as some of the students, were guilty of taking observations on the countenances of the "young maidens beauties of the Elm City," to the serious detriment of their devotions. So about the middle of last term they forbade our singing anthems any more, and reduced us to the necessity of contenting ourselves, as best we might, with common every-day sort of music. Now for the interludes. We are for the first time made aware, through the columns of your paper, that our organist has been in the habit of treating us to "*Coba che lunk*" and "nigger" melodies between the stanzas of our evening hymns. Having sung in Beethoven for some length of time, and being endowed with an amount of musical talent, sufficient under ordinary circumstances to distinguish a "nigger" melody from *some* other forms of musical composition, I beg leave to say that *no* such interludes have ever been played. Our organist, carried away by his enthusiasm, may sometimes have given us a slight specimen of music, which one, who was on the look-out for the *slightest* impropriety, might say was not to be found in the usual collections of sacred harmony, but they were always of a select character, and *could* not be said to be any more improper than those which are played in many of your New-York churches. He was remonstrated with by the Faculty, and took occasion to profit by the hint; his taste did *not* "grow upon him," as your informant states, but he brought his performances down nearer to the Faculty's standard, though it seems that the very perceptible change didn't satisfy them, for at the end of last term came "the act for the suppression" of interludes. Beethoven finding its anthems and interludes gone, and an evident non-appreciation, on the part of the Faculty, of its musical efforts this term, determined no longer to do the Chapel singing, and withdrew, not from "fleshly disgust," but because they did not wish that the previous reputation of the Society should be destroyed by a meagre, miserable apology for good music. These statements seemed called for in justice to the excellent organist of the Society for the past two or three years, and also in justice to the Society itself, and if your "numerous Yalensian readers" have any sort of interest in the matter, which you seem to think highly probable, they will undoubtedly be gratified to know the actual state of the case. BEETHOVEN.

The Winsted (Conn.) *Herald* says a son of HORATIO ALLEN, manufacturer at Falls Village, a few days since attempted to take the life of his father. He fired at him one barrel of his revolver, but missed his aim; and snapped a second, which failed to go off. Before he could fire another, his father wrested the pistol from him. He pointed to the place where the ball had struck, and expressed a wish that it had gone through his father's black heart. After the occurrence, the father gave the son $100 to clear out, and $50 for his revolver.

NEW-YORK CITY.

ANOTHER CASE OF ALLEGED OFFICIAL CORRUPTION.

Judge Bogart Tried out Talking Sewer Bill.

THE COUNT OF GENERAL RECEIPTS—FRAUD A [illegible]

In this Court yesterday, Judge Bogart was placed upon trial on a charge of receiving upon what is technically known as "straw bail" [illegible] were prosecuted by the District-Attorney, on behalf of the people, and defended by Ex-Judge Bebee and Mr. H. L. Clinton. The Court Room was crowded, and the greatest interest was manifested.

The charge which was made against him resolves itself into this: that on July 28, 1855, he admitted to bail, without complying with the regulations of the Statute, a man charged with felony, known as William Lamb, *alias* William Nambe, *alias* William Lawson. This man of three names, was charged with felony—the picking of a pocket—and other offences, and had two commitments issued against him, one signed by Recorder Smith, and issued from the Court of General Sessions; the other issued by Judge Bogart himself. But the cream of the alleged offence lay in this, that at the time of the tendering of this bail on the second indictment, Lamb, *alias* Nambe, *alias* Lawson, was confined in the Tombs on an arrest upon the previous indictment, signed by the Recorder, and that Judge Bogart, in receiving bail upon the second indictment, set him at liberty altogether. Moreover it was charged, and acknowledged by the counsel for the defence, that the person who became bail for Lamb, *alias* Nambe, *alias* Lawson, was a man of straw, an effigy, a mere myth; or, if he lived anywhere, he lived at Cincinnati, for he called and signed himself Porkouski. Where could a man with such a name reside if not at Cincinnati? The District-Attorney remarked that he Anglicised or Italicised a Polish name, but our reporter maintains that he was but a Cockney Pole, and that his place of residence was Porkopolis. At any rate Judge Bogart, after swearing him, and asking him the usual questions, which, according to the evidence, he seems to have answered satisfactorily—at least to the Judge—took his bail without sending forth to make inquiry into the truth of his representations, and without giving notice, as the statute required, to the District-Attorney. The consequence is that Lamb, *alias* Nambe, *alias* Lawson, goes at liberty, and his place knows him no more. The police know him no more. He bids farewell to New-York, and casts no "longing, lingering look behind." And as for the gentleman who became his bail,—why Porkouski has gone to Porkopolis, but has left his name out of the Directory. He cannot be found. But the Grand Jury find an indictment against Judge Bogart for taking bail, in the language of the statute, maliciously, dishonestly and corruptly.

The District-Attorney, in opening the case to the Jury, stated the charge, substantially as above, and then proceeded to call witnesses as follows:

TESTIMONY FOR THE PROSECUTION.

John S. Magnus examined by the District-Attorney—I was present on July 28, 1855, when Justice Bogart, acting as Police Justice, bailed Wm. Nambe; it was about eleven o'clock in the morning; the bail was taken in the large room; the Justice requested me to write out the bonds; the prisoner was not there; the man who offered bail was there; there were two commitments; one was Judge Bogart's, the other was Recorder Smith's; the prisoner was sent for, but I did not see him; the man who offered bail was sworn to answer such questions as might be put to him touching his property; he was asked by Judge Bogart for his references; he said he was acquainted with Alderman Francis of the Tenth Ward; there was no counsel representing the prisoner that I know; I was not there when application for bail was made; I do not know what occurred before I was sent for.

Cross-examined by ex-Judge Bebee—I am now an Attorney and Counselor in this City; I have been a policeman in the Sixth Ward; I have been attached to the Police about 16 years; I have known Justice Bogart about 25 years; I have been intimate with him nearly all that time; Justice Bogart at the time referred to was attached to the Tombs Police Court; the business there is very large; the magistrates have a crowd around them nearly all the time; they have to use rapid dispatch. I have often written there for the Justices; I wrote for them almost every day; there was nothing singular in Justice Bogart's asking me to fill up those bonds; I saw as much of the man who offered bail as Justice Bogart did; he looked like a gentleman; I had never seen him before; I have been very intimate with the criminal business of this City; I know the sort of men who become straw bail; I never saw this man before; they are sometimes very short of clerks at the Tombs Court, and there is nothing unusual for others, like myself, to write there; it is not an unusual thing for magistrates at the Tombs to take bail for persons committed at the Court of General Sessions; in the manner in which the bail was taken there was nothing, in my mind, the least suspicious.

Robert H. Johnson, examined by the District-Attorney: I have been a Police Clerk for six years; I have generally acted at the Tombs; Justice Bogart has been four years in office; the Clerks at the Tombs were Mr. Nesbitt and sometimes myself; I was shown the recognizance in question, by Justice Bogart; he said he had taken it in a case where the party had been committed by Recorder Smith, but he thought he had the right to take the bail; I told him I thought he had no right to take it, unless he had a notice from the District-Attorney; I do not recollect any further conversation, except that I told him the prisoner was known to be a notorious pickpocket, and that he should be cautious; it is the general custom for Police Justices, in taking bail for indictments, to consult the committing officer, or the District-Attorney.

Cross-examined by Ex-Judge Bebee—Officer Patterson used to take down examinations at the Tombs Court, in the place of the regular clerks; I did not see the party who offered bail in this case; frequently examinations are going on in two or three rooms at once.

James Nesbitt, examined by the District Attorney—I was a police clerk at the Tombs last Summer; I had no conversation with Judge Bogart on the subject of bailing Nambe; I was not present at the time.

Cross-examined by Ex-Judge Bebee—It often happens that the clerks are called away on business, and that officers are required to write bonds for them; I have known a counsel fill up a bond himself; it would not be unusual for Mr. Magnus to fill up a bond, as he did in this instance.

Francis Spicer, examined by the District-Attorney—I was attached to the District Attorney's office during last Summer; I went to No. 278 Houston-street, to search for Mr. Porkouski, the bail in this case.

Ex-Judge Bebee objected to this testimony, and was replied to by the District-Attorney. Mr. Bebee spoke at length and emphatically. He argued that it was already shown that Judge Bogart had used all the necessary caution in accepting bail, and that he was not obliged to send to his whereabouts and make questions of his respectability.

The Court ruled in favor of the District-Attorney.

Examination resumed—I did not find Porkouski, or any person of a similar name; neither at No. 278 Houston-street, nor anywhere in the neighborhood; I could not find that he had ever lived there.

Ex-Judge Bebee said that the defence had also made strenuous exertions to find Porkouski, and had failed. He was willing to admit that he was not what he represented himself. He was also willing to admit that the party had been bailed without notice to the District-Attorney, and that the Court of Sessions had adjourned at the time bail was taken.

Officer Spicer, re-called by Mr. Clinton—When I have arrested parties on bench warrants from the Court of Sessions, I have often taken them before a Police Magistrate after the Court of Sessions had adjourned.

TESTIMONY FOR THE DEFENCE.

James Martin, examined by Mr. Clinton—Judge Bogart called on me and told me to use all exertions to have Nambe re-arrested, and if he was re-arrested, he would give a reward.

Ralph Patterson, examined by Mr. Clinton—I am attached to the Tombs Police Court; I remember the bail being taken in this case; I was present when one of the affidavits was taken; I saw the man who was bailed; I tried to find him, at Judge Bogart's direction; the Judge told me to look out for him and arrest him; this was about five days after bail was taken.

By District Attorney—I was not told to look after Porkouski.

By Mr. Clinton—It is very common at that Court for the Magistrates to be so much engaged that three or four clerks and police officers have to write down for them; it is a common thing for the sitting magistrate to have examinations going on in one room, while he has to go to and fro into other rooms to answer questions.

Stuart J. Smith, examined by Mr. Clinton: I have been a Police Officer for eight years; I was at the Tombs Court last Summer; after the bail was taken in this case Judge Bogart gave me orders to re-arrest the man Nambe; I was Sergeant of a Police squad, and he told me to instruct my men to arrest him.

The evidence for both sides was here closed. After some consultation it was arranged that Mr. Clinton's address to the Jury, on behalf of the defendant, should take place this morning at the opening of the Court. The Court then adjourned.

☞ A London catman lately presented FANNY KEMBLE for neglecting to pay eight-pence, his proper fare, for carrying her with a lot of handboxes across the city. The Justice ordered her to pay up the 8d., nine 3s. for costs, and 3s. 3d. for the catman's loss of time. Here.—We want cheap cabs again in the City—carriages that we can hire for a reasonable sum without paying a dollar for it.

Meeting of Commissioners of Emigration.

The Board met yesterday. Present, Messrs. VERMILYE in the Chair, Cols. KELLY, KEARNEY, MORGAN, GARRISON and PRIME.

CHARGE AGAINST CAPTAIN.

Mr. KEARNEY spoke warmly regarding a case so shocking atrocity which had come to his knowledge, against James Foster, Jr. It was charged against Capt. Fearon, the commander, that he had never been below during a voyage of seven weeks. The passengers had been sick, and seven of them had died. Sixteen were put ashore on Staten Island. Certain letters from passengers were read. The worthy Commissioner said he had never seen anything like the condition of the people as they landed from the ship. There was everything in the compartment; it was no ordinary matter. The surgeon of the ship was stricken down with disease, and the Captain trusted to the mate attending to the passengers. He regretted that the surgeon was ill at Quarantine, and would leave it to him as the surgeon to act as umpire; even then he believed that to see a Captain $50 would not be half so efficient as the publicity of such an investigation through the Press.

Mr. PURDY said the Board had no authority to investigate this matter—it ought to be left to the Civil Courts.

Mr. KELLY wished to offer a resolution involving an inquiry before a Committee.

To Mr. KELLY's proposal Mr. KEARNEY very warmly objected. He would not have this matter smothered, and was determined to follow this matter up, even if he acted singly.

Ultimately, the matter was referred to the Castle Garden Committee.

Number of aliens arrived to Jan. 29	1,789
Number of aliens since to Feb. 5	61[illegible]
Total	1,850

RECEIPTS AND DISBURSEMENTS.

Overdraft on Bank, Jan. 1, 1856	$63,031 07
Aggregate receipts to Feb. 6	6,041 54
Total	$64,963 53
Disbursements	$22,178 65
Overdraft Feb. 6	$78,168 18

The Disputed Judgeship.

The recent decision of the Judges of the Supreme Court, in favor of Mr. PERSONY, thereby superseding the claims both of Judge COWLES and Mr. DAVIES, is exercising the lawyers considerably. Nothing has recently occurred which has created such excitement among the members of the bar. The general feeling is one of objection—to use a mild term—to what they consider a very high-handed proceeding.

Found—The Northeast Passage.

This morning, at ten minutes past 7, four of the Blackwell's Island prisoners discovered the Northeast passage from that place to the Long Island shore, opposite. The ice is frozen fast to each shore, and quite solid all the way across, stretching for about half a mile down the river. When last seen they were faithfully pushing their discoveries into the interior.

New-York Prison Association.

The Executive Committee of the above Association held an adjourned meeting on Tuesday, Feb. 5, at their office, No. 15 Centre-street, Dr. JNO. H. GRISCOM, Chairman. Present—James H. Titus, Richard Reed, Stephen Cutter, Henry P. Marshall, Henry A. Oakley, Charles Partridge, and James C. Holden.

The minutes of the last meeting were read and approved. The Treasurer's report showed the contributions of the last few months were not commensurate with the benevolent purposes of the Association, and were inadequate to meet the multiplied necessities of those who daily ask aid and help. Various plans were suggested, by which their objects, aims, and operations may be brought more fully and familiarly before the public, so as to secure increased permanent patronage and support.

The dairies of the discharged convict and detention Committees exhibited the following amount of practical work done: 350 persons visited in our City Prisons; these without money or friends were spoken kindly to; of this number, 136 complaints carefully investigated; 50 of same under their advice were abandoned; 84 men and boys discharged from custody on their recommendation; 23 discharged convicts were assisted with money; 15 men and boys had a supply of suitable clothing; 9 persons were by them introduced to places of work; 18 received Bibles and other useful books and publications.

Subscriptions and donations are earnestly solicited in behalf of this very unfortunate class who are daily leaving our prisons, and may by timely help be saved a repetition of wrong and crime. Contributions forwarded to HENRY A. OAKLEY, Treasurer, No. 60 Wall-street, will be gratefully acknowledged.

Monthly Meeting of the Historical Society—Lecture on Egbert Benson.

The monthly meeting of the Historical Society was held on Tuesday night, at the University. In the absence of LUTHER BRADISH, Esq.; the President, Rev. Dr. DEWITT, the First Vice-President, took the chair.

The preliminary business having been transacted, Mr. MOORE, the librarian, read a list of donations made to the Society since the last meeting. Mr. BANCROFT had sent a letter, which had come into his possession, written by THEODORIC BLAND to THOMAS JEFFERSON, relative to ARNOLD's treason. A collection of manuscripts on the subject of difficulties in the early settlement of Rensselaerwick in this State, was presented by Mr. VAN ZANDT. The discovery of an original letter of OLIVER CROMWELL, relative to the choosing of Juries, was also announced to the meeting.

Mr. H. C. VAN SCHAACK, the son of the renowned PETER VAN SCHAACK, then proceeded to read an interesting paper on "The Life and Times of Egbert Benson," who, as is well-known, was a prominent Committee man on the Revolutionary War, the first Attorney-General of this State, being appointed in 1777; he was chosen to the First Congress of the Federal Constitution; in 1804 he was chosen Judge of the Superior Court; he was one of the Commissioners for holding treaties with the Indians, and held other important public offices.

His friendship with JOHN JAY, ALEXANDER HAMILTON and PETER VAN SCHAACK, was enlarged upon. It had become matter of history. Are there such worthies now? Happy would this City be if she could give an affirmative reply!

The learning, the wit, the eccentricity, the good fellowship, and numerous amiable qualities of Judge BENSON, were dwelt upon by Mr. VAN SCHAACK with an eloquence that his audience recognized by frequent plaudits, and with a zeal that proved how truly his heart went with his subject. In 1820, the Judge wrote a remarkable article in the Albany *Argus*, against the discharge of jurors on account of cause they could not agree. He thought that legislative interference was called for. It was then growing, and it has now grown to be one of the most formidable obstacles to the administration of justice.

The lecturer concluded by reading a laudatory obituary notice, written for the New-York *American*, in 1829,—the date of Judge BENSON's death,—by CHARLES KING, now President of Columbia College.

At the conclusion of the paper, Mr. DE PEYSTER, in a neat speech, moved a vote of thanks to Mr. VAN SCHAACK, which was accorded by acclamation.

Mr. AMMUNI RICCI, of London, the author of *Friends in Council, Essays Written in the Intervals of Business, &c., &c.*, is elected a member of this Society.

Trial Trip of the Fulton.

The U. S. mail steamer *Fulton*, of the New-York and Havre line, left on Monday morning at 8 o'clock, on her trial trip, from the East River to the point of the Hook. She was compelled to make her way through fields of floating ice, both the upper and lower bay being almost closed with ice of great thickness. Her performance was most satisfactory, her engines working with perfect regularity, driving the vessel through the opposing masses with a regularity and speed most gratifying to those on board.

The *Fulton* is of the same size as the *Arago*, with double oscillating engines of equal power. She will take her place in the line, leaving here on the 9th inst., under the command of Capt. J. WOTTON.

The Board of Councilmen.

The regular meeting of the Board of Councilmen was held last evening. No business, properly so called, was transacted, owing to the proceedings relative to the recent death of Councilman ROBERT S. DIXON.

On the calling of the Board to order, shortly after the appointed hour of meeting, President PESKRIFF in the Chair, the reading of the minutes was dispensed with.

Councilman JACOB L. SMITH, Second District, then rose and said: "In regard to our late member, ROBERT S. DIXON, whose death, by a fatal casualty, it is my painful duty to inform this Board of, it is a duty incumbent on every one of our Board to have some reference. Mr. DIXON has been connected with this Board but a very short time, and it now appears we lose him at the opening of his career of utility. By some mismanagement in regard to running to a fire, he was injured, and now his life has been lost from the results of that injury. As a private citizen he has been liked by all that knew him. As a councilman he was beloved of his constituency, and as a fireman he was respected and esteemed by all his fellows. In consideration, therefore, of the painful circumstances of his death, and of his official character, I feel it a duty to offer the following resolutions:

Whereas, ROBERT S. DIXON, late a member of this Board, was injured on the 20th of December last, while in the discharge of his duty as a fireman, he being a foreman of Hook and Ladder Company No. 13, by a collision with the apparatus of Engine Company No. 32, and subsequent, to over a month of severe suffering, which he bore with a Christian like fortitude in the hope of a blessed hereafter, until death finally released him from his excruciating agony; and

Whereas, on the decease of the lamented Councilman of the Twenty-fourth District, this Board sensibly realizes the loss of one endowed with the qualities necessary to intellectual life, and who from his amiable character and exemplary conduct endeared around him a large circle of relatives [illegible]

[illegible] Dixon, this Board in particular [illegible] Resolved, Therefore, [illegible] the family of the deceased, that [illegible] their sorrow [illegible]

Resolved, That in consideration of our respect for the memory of the deceased, the members of this Board of Councilmen will wear the usual badge of mourning for thirty days, and order the Chamber to be draped in the [illegible] manner; that a committee be appointed during the day of the funeral; and that a Committee of five be now appointed to make the necessary preparations therefor, and that the Board of Aldermen be requested to appoint a like Committee for the same purpose.

Resolved, That the members of the Board of Councilmen attend the funeral of the deceased in a body with their staves of office.

Resolved, That his Honor the Mayor and various heads of departments be invited to join with the Common Council in paying the last tribute of respect to the late ROBERT S. DIXON, Esq.

Resolved, That a copy of these proceedings, duly authenticated, be transmitted to the family of the deceased.

Councilman JONAS N. PHILLIPS, Seventeenth District, seconded the resolutions. He said: In rising to second the adoption of the preamble and resolutions I will ask the indulgence of the Board to make a few remarks appropriate to the occasion. Although I was personally known to deceased, it was only last Summer that I became on more intimate terms. He then had occasion to make application for assistance for a brother fireman, who, if I remember aright, met with an accident similar to that which has caused the end of his life. I saw then and afterwards that there were decision and energy of purpose in his character, which I have no doubt time would have developed, had his life been spared, to have made him an acquisition to, as well as a useful member of, this Board. But such is the uncertainty of human life; he is called to render an account of his sojourn on earth. I trust that we who are left, in possession of health and strength, to pursue our daily vocations as citizens, will not be unmindful that the power that grants this blessing—that the same power will require of us a strict account of our stewardship.

The resolutions were unanimously adopted, when the Chair appointed Councilmen JACOB L. SMITH, (3d,) JOHN KINNARD, (21,) ALEX. HEMPHILL, (22,) C. S. COOPER, (23,) and JOHN G. BRADLEY, as the Committee to carry out the purpose of the resolution. To them was appropriated $200 for necessary expenses.

A motion was then made to adjourn to Saturday evening next, the funeral to take place on Friday, but it being intimated that the Board would of necessity adjourn to that evening should a quorum not be present:

Councilman GRAY rose and said: I now make a motion to adjourn. I think, Sir, that it is due to ourselves, to the memory of the deceased, and to his constituents, that having lost by death a member of the Board, as a mark of respect to him, them and ourselves, the Board cease this meeting.

The Board then adjourned.

The Board of Education.

The regular meeting of the Board of Education was held last evening. President ANDREW H. GREEN in the Chair. The business of the evening consisted mainly in the appropriation of moneys.

The Finance Committee presented a report and resolution, which were adopted, to the purpose of notifying Comptroller Flagg that the sum of $125,000 loaned to the Board by the direction of the Common Council, and proposed by him to be deducted from the appropriation of the present year, would be insisted on by the Board. The want of the money is attributed to the Comptroller, he not having included it in the tax levy.

The Committee on Evening Schools asked for and obtained an appropriation of $15,000 to meet the amount of salaries of teachers and incidental expenses of the schools for the term to end March next. Five thousand dollars was then appropriated for the support of the Normal School, as also $12,000 for the purchase of school-books and supplies for the Ward Schools. On recommendation of the Finance Committee, the following sums were also appropriated: For the payment of salaries of teachers, $40,000; incidental expenses of Ward Schools, $10,000; salaries of Clerks, City Superintendent, &c., $10,000; rent, $2,645 25; and $5,000 for incidental expenses of the Board for the month of January.

The Board then adjourned.

The Lecture that Didn't Come off.

A lecture on the Irish Rebellion was advertised to take place at the Tabernacle last night. There being only five persons present, the lecturer, Mr. JOBSON, of London, was not encouraged to appear, and no lecture took place. Two other lectures of the series are advertised, which will probably be deferred indefinitely.

LAW INTELLIGENCE.

COURT CALENDAR—THURSDAY.

U. S. DISTRICT COURT.—Nos. 15, 17 to 25.

SUPREME COURT, GENERAL TERM.—Nos. 11, 18, 19, 22, 23, 29, 3, 43, 167, 59 to 62, 64 to 67, 70 to 80.

SUPREME COURT, CIRCUIT.—Nos. 264, 230, 125, 138, 152, 2,602, 2,054, 161, 197, 183, 191, 197¼, 199, 1,290, 43¼, 79, 100, 191, 4, 276, 240, 148, 209, 202.

COMMON PLEAS—*Part I.*—Nos. 136, 160, 162, 172, 173, 212, 222, 248, 249, 254, 257, 264, 265, 266, 268. *Part II.*—Nos. 96, 126, 195, 29, 84, 96, 197, 203, 210, 211, 214, 227, 228, 242, 274.

SUPERIOR COURT.—Nos. 252, 455, 209, 576, 580, 590, 592, 599, 204, 596, 551, 475, 606, 605, 609, 610, 574, 450, 77, 611 to 615, 620, 622, 623, 624.

SUPREME COURT.

INFORMAL NOTICE.

On and after Monday next, Feb. 11, the whole calendar of the General Term will be deemed the day docket, and, until then, the Court will not, as heretofore, call the day calendar through, but will hear argument in the first cause that may be ready, and, when it is concluded, proceed with the call of the day calendar until another cause may be found ready, and so on to the adjournment of the Court.

SPECIAL TERM.

Before Hon. Justice Harris.

THE CENTRAL PARK.

In the matter of the Opening of Central Park.—Yesterday morning a motion was made to have the sums mentioned in the Report of the Commissioners deposited with the United States Trust Company. The motion was granted, and the following order made:

At a Special Term of the Supreme Court of the State of New-York, held on Wednesday, the 6th day of February, 1856. Present Hon. IRA HARRIS, Justice.

On motion of J. W. Edmonds, Esq., of counsel for a claimant, and on hearing Mr. Dillon, counsel for the Corporation, it is ordered, that whenever the Mayor, Aldermen and Commonalty of the City of New-York may be authorized in the matter above entitled, to pay the sum or sums mentioned in the report of the Commissioners into this Court, the same shall be paid by the said Mayor, Aldermen and Commonalty into this Court, and thereupon the Clerk of this Court, being the Clerk of the City and County of New-York, shall forthwith deposit the same in the United States Trust Company of New-York, there to remain at an interest of five per cent., subject to the order of this Court under the State, in such case made and provided, and the rule of this Court.

COURT OF COMMON PLEAS—SPECIAL TERM.

Jas. Shephard vs. John Brady and Peter Riley.—INGRAHAM, P., J.—If this case rested merely on the evidence, I should hesitate very much before denying the motion for a new trial. The evidence connecting the defendant Brady with the assault is slight, and a new trial would perhaps be best calculated to promote justice between the parties. But the admission in the answer is such that I am at a loss to see upon what principle it can be disregarded. Both defendants unite in an answer, in which they say that at the time of the alleged commission of the assault mentioned in the complaint, they were set upon by the plaintiff, and were with great violence attacked and assaulted by the plaintiff, and that *the defendants resisted said assault, using so much force as was necessary for the purpose*, and no more, *and that such resistance is the assault and injury mentioned in the complaint.*

This is a distinct admission of joint action in making the assault. The jury have found against so much of it as charged the plaintiff with assaulting the defendants, and acting on the admission, they have held both defendants responsible.

It is said the answer was only the act of the defendants' attorney and not signed by them. This is true, but it furnishes no ground for rejecting it as an admission. The pleading is just as binding on the defendants as if signed by them for the purposes of this action. It would not be in any other.

Motion for a new trial denied, with $10 costs.

Richard Liddle vs. Wm. Mulligan.—INGRAHAM, F., J.—Whatever opinion may be entertained as to the propriety of the defendant's communication to Bowers as Secretary of the Hartford Insurance Co., I think there can be no doubt that the facts, as proven in connection with the speaking of the alleged slanderous words, are sufficient to show that they were privileged.

The defendant was Secretary of Fulton Fire Insurance Company; the plaintiff had an insurance in that Company; he had presented preliminary proofs, and claimed from the Company full payment on the policy.

At the request of Bowers, who also had a policy issued by the Hartford Company, an interview took place between them and the plaintiff, and in that interview the defendant told the plaintiff his proofs were not satisfactory, that he had not furnished vouchers, that they had heard rumors which, if true, would show that he knew more of the fire than he admitted, &c.

Such information, by an officer of the Company to the party insured was not only excusable, but the plaintiff might well have complained, if the defendant, or other officers of the Company had not informed of the existence of such rumors, and given him an opportunity to explain them to the Company. Most of the communication was necessary to be made, in order to reserve to the Company the right to object to the proof as insufficient. There is no evidence of malice, and the whole transaction disproves it.

The motion for a new trial should be denied.

In the matter of the application of John B. Frink

[illegible]

*For remuneration of the official reporters, &c., for the year 1855, for the business of the Court of Sessions, with the members of the Bar, who were appointed by the Court, that the amount of the fees allowed to the Reporters, for their services, be increased, and that the amount of the fees allowed to the Counsel, be increased, so as to be equal to the remuneration of all, those who were appointed, that in the opinion of this Court, the District-Attorney, in his report, has been equitable and just, in his recommendation of the Court of Sessions, that the fees be increased, so as to be equal to the remuneration of all, those who were appointed, that in the opinion of this Court, the amount of the fees allowed to the Reporters, for their services, be increased, so as to be equal to the remuneration of all, those who were appointed, that in the opinion of this Court, the amount of the fees allowed to the Counsel, be increased, so as to be equal to the remuneration of all, those who were appointed, that in the opinion of this Court, the amount of the fees allowed to the Reporters, for their services, be increased, so as to be equal to the remuneration of all, those who were appointed, that in the opinion of this Court, the amount of the fees allowed to the Counsel, be increased, so as to be equal to the remuneration of all, those who were appointed, that in the opinion of this Court, the amount of the fees allowed to the Reporters, for their services, be increased, so as to be equal to the remuneration of all, those who were appointed, that in the opinion of this Court, the amount of the fees

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SPECIAL NOTICES.

PERSONAL.

MATRIMONIAL.

COPARTNERSHIP.

WANTED.

BOARDING.

PUBLIC MEETINGS.

OILS AND PAINTS.

LOST AND FOUND.

MUSICAL INSTRUMENTS.

BUSINESS CHANCES.

INSTRUCTION.

We have Galveston and Galveston advices to the 30th ult. We learn from a letter from Houston to the Mobile Register that the road terminating (the Buffalo Bayou, Brazos and Colorado, Houston and Texas Railroad, was put in motion on the 26th ult.

A correspondent of the Press, writing from Austin on the 20th of January, thus notices a new invention:

"The great invention of the age is Sam Guinn's steam locomotive; it has been privately tested by Committees of both branches of the Legislature, and I am credibly informed that it has satisfied the Committees, that the invention is perfect in every respect, and fully to create an entire revolution in the point of transportation. It is represented not to have any wheels, and can be made, at very small expense, with a pecuniary, will, on wooden roads, travel forty miles an hour. The fuel will be much more than a rail mile; but will require no water. The power is a combination of gunpowder and steam, and the boys at the rate of ten miles per hour, have been seen to pass it, with hand and water. The inventor claims that the same principle may be applied to steamboats, and that the speed of some twenty miles per hour on the Mississippi. The inventions may seem too extravagant for credence, but to some men, who have witnessed the experiment still, pronounce it a valuable invention; I deem it worthy of notice."

We learn from the same correspondence that the Legislature has passed the bill which provides for the payment of the six companies of volunteers called out in November, 1854. The writer remarks: "Four or five called into service by Governor of Government, on the ground that the United States should pay them, as it is not just to let the citizens suffer because of the negligence of the General Government.

"The Legislature has passed a bill for the protection of the settlers in Texas, it authorizes the enrollment and organization in each of the more exposed frontier counties, of companies of fifty men each, including officers, to be called into service by the County Commissioners, and two Sergeants, to be paid at the rate of $20 to $25, with a proviso offered by Mr. Gillett, that the acceptance of the Congressional Act should not be construed to bar any citizen of Texas from presenting claims against the United States for Indian depredations.

The Austin State Times, of the 19th inst., has the following:

"Capt. Tunstall learned from a gentleman direct from the Rio Grande, that about three weeks since a party of Lipan Indians ventured to make a raid; in what direction is not known. It may be they are desirous for peace, as they generally had to retreat to their horses. The Lipans, however, may yet pay the Western settlers a visit, as they usually spend the Summer in Texas. Four Texans died in Corpus Christi on the 20th inst., aged 60 years. He was buried with Masonic honors. In accounting his death, the Advertiser says:

"In the year of 1815, Francis Foster was a soldier; and the gallant band of the battle of New-Orleans will remember his valor as a comrade; in arms, who shared the laurels of that hard fought and glorious victory.

"In the war of the Seminoles, in Florida, he again "drew fresh blood" from the deceased, during that long and bloody war; and on the plains of Mexico, he again "drew his sword in the conflict in his country's cause."

The Corpus Christi Valley and Advertiser of the 26th, says:

"Cotton is a staple in circulation in this city to the effect of about one bale per diem; ten or a dozen the number of Mexicans and Mexicanas, who recently arrived from Matamoras, and that between three and four hundred bales of cotton (other property) were found in their possession. It is further ascertained that the Americans portion of the gang were hanged the night after their arrest, and that the Mexicans were to be disposed of in like manner.

"There can be no doubt that this gang has some foundation in fact, but how much of it is genuine and how much true, we are unable to say.

"Thus ends the year with cattle and the stolen property, which, we have reason to believe, will be retained; and, this being the case, it is quite probable the thieves were summarily dealt with.

"We have no advices in this vicinity have recently had a skirmish with the settlers, and the inference is plausible that they were somewhere, or have been captured.

"The Huntsville Item, of the 19th ult., says:

"On the 8th and December, to this date, we have had a succession of pleasant and freezing weather. At present, a very gentle breeze prevails. The oldest inhabitant says he never saw the like."

The Galveston Times, of the 31st, says:

"Our cold weather still continues, and scarcely a day has passed for the last three weeks but ice was formed, and that during the entire day."

We notice that the Democratic State Convention adopted a resolution endorsing and approving "the principles of the Administration of Franklin Pierce, as enunciated by his Inaugural Address, his annual message, his messages, and carried into practical effect by the leading measures of his Administration."

Extraordinary Affair in Alabama—Singular Detection.

From the Montgomery Democrat, Jan. 10.

We have rarely ever witnessed a trial that more deeply enlisted the attention of our citizens than one which occurred at the Court last week, and which lasted for nearly five days. We refer to the trial of Amzah Tate and his old man servant, Gaston, who were charged with having murdered, in November or December, 1845, a man whose name was supposed to be J. K. Rice; and that of Amzah Tate, his man Gaston, and John Gordon, who were charged with the murder of a man in the Spring of 1846, whose name was supposed to have been Bell (Charles B. Sawyers). Mr. Tate is an old and highly respectable citizen of this county, having resided here for about forty years, and has always borne the character of an industrious, honest citizen, and a good neighbor. Mr. Gordon is a citizen of Cannon County, Tennessee, where he has been residing for nine years, for about ten or eleven years prior to that time he lived with Mr. Tate in this county, and was engaged in driving a wagon. His character both here and in Tennessee was that of an honest, upright, quiet, peaceable, industrious man. Having heard that a prosecution was commenced against Mr. Tate, and that he was involved in the charge, he voluntarily came down to the trial. After his arrival a warrant of arrest was issued for him, and he was arrested when on his way to the Court-house. He went in and asked to be tried with Tate, and all the parties were tried at the same time upon both charges.

The case was ably conducted by the counsel on both sides. There was a proof that a man named Rice, who was a peachmaker, and resided in Tuscaloosa at or at the year 1840 or 1841, a member of the firm of Barnes & Rice, disappeared from Tuscaloosa in 1841; that he was supposed to be decoyed when he left, and was traced eight miles south of Tuscaloosa, and was not afterwards heard of.

It was also proved that one Charles B. Sawyers, of Coffee County, Texas, left his home in December, 1845, for Mobile, Alabama, with a load of apples, leaving behind a wife and child. That after disposing of his apples he started home, and sold his wagon and team and bought a drove of horses, and was seen in Perry and Marengo Counties, and was last seen in Greene County, Alabama, in March, 1846. On his journey he stopped at the house of his friends of his arrival, but he left the house, however, such time as he could, in search of him, but was unable to find him. He never returned to his home, and has never been heard from since. He had made the trip twice before, and had always returned in a year or two. He was a man of about 40 years of age, and was married in January, 1845, with a Mr. Winnie. The prosecution was commenced upon the complaint of Mr. Sawyers, the father, who, it appears, never believed the testimony of Lafayette County; but who, as the testimony declared, lived many years ago, almost Tennessee, has been sometimes travelling with and exhibiting an accomplished pacemaker, and who, according to his own account, as proved, at the time he was engaged in building a bridge across the Tallapoosa River, at Little Rock. The warrant of arrest was issued upon the affidavit of a man named Hines, formerly of Tishomingo County, Mississippi, who says she has resided since July, 1845; but who recently brought to this County by the wife of the prisoner.

The testimony went to her removal to Tishomingo County, she resided in this County, in the immediate neighborhood of Amzah Tate. About the year 1839 she was abandoned by her husband, John Tate, who settled in Tishomingo County, Mississippi. After being abandoned by her husband, she became a midwife and a nurse for the sick, and was employed in that capacity by Amzah Tate and his neighbors. After her removal to Mississippi, and about the latter part of the year 1845, she began to have conjured by singular delusions about those who had been her most generous patrons in this County; and for whom she had previously manifested a strong attachment.

She imagined that some of them had accused her of stealing various things—that some had pursued her to overtake her for stealing, and among other things that a young gentleman was claiming to have been her partner in her professional business of midwifery—and it was about the same time that she began to have ascertained that her friends, Tate and Gaston, were murderers, and that Gaston had threatened to murder her without ceremony. More than once she had stated since the old woman was in her right mind, and it was said that a number of persons in the country thought her to be insane, and that her mind was disrupted during her grass illness. She is about sixty-five years of age, and though uneducated, seems to have a vigorous intellect and a very strong will of her own. Her account of the murders was very marvelous, and yet so well connected as to arrest the attention of the most careless. She commenced with a great facility, and with a degree of detail that seemed to arrest attention. The substance of her story was, that she was at home, and the place where the murders were committed was in the yard, and that she was in the house, and heard the noise and the cries of the murdered men. She stated that Gaston was the man who did the murdering, and that Tate was present, and that he was the man who had the money, and that he was the man who had the money, and that he was the man who had the money

AUCTION SALES.

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A VERY-CHOICE SALE OF 15 YEARS' LEASE OF THE BUILDING NO. 83 WALL-ST.—Corner of Nassau.—ALBERT H. NICOLAY will sell, on WEDNESDAY, Feb. 13, 1856, at 12 o'clock, at the Merchants' Exchange, New-York, the valuable and desirable lease of the building No. 83 Wall-st., corner Nassau, for the term of 15 years, commencing May 1, 1856. Wall and Nassau-sts. The 15 years' unexpired lease of the eligible premises known as No. 81 Wall-st., adjoining the above, will be sold immediately after the sale of the above. Conditions of lease are as follows: Rent, $1,000 per annum, payable quarterly, the first five years, and after May 1, 1861, the rent to be $1,200 per annum and water tax, and the lessee to have the building in good repair. The property never let for less than $1,200 per annum, and could easily be made to rent for $2,000 per annum, and could easily be made worth $3,000 per annum. For an investment, nothing could be offered more eligible, as it is a prime location, and the lease can be sold in small lots to be taken by those seeking a safe, profitable and desirable investment. First-class City Bonds and Mortgages will be taken in payment for one-half the purchase money.

ALBERT H. NICOLAY, Auctioneer, No. 4 Broad-st.

ALBERT H. NICOLAY, Auctioneer.

PEREMPTORY SALE.—Of a VALUABLE FREE GROUND, bounded by 53d and 54th sts., 100 feet in front on 10th ave., with a valuable water front on the North River, adjoining the Hudson River Railroad.—ALBERT H. NICOLAY will sell, on WEDNESDAY, Feb. 13, 1856, at 12 o'clock, at the Merchants' Exchange, New-York, the valuable free ground, bounded by 53d and 54th sts., and 10th and 11th ave., containing about fifty lots, having a front on 10th ave. of 100 feet 3 inches on 53d-st., 630 feet 1 inch on 54th-st., and 100 feet 3 inches on both aves.

Also, the plot of ground on the easterly side of 12th-av., being 100 feet 10 inches, with a depth of 100 feet 10 inches, and containing about eight lots.

These offer unusual inducements for immediate improvement, being in a desirable location, and well adapted for a large manufacturing establishment, requiring water-front, water-power and front, and possessing all the facilities of access necessary.

Plans and full title perfect. Maps and further particulars can be obtained on application to ALBERT H. NICOLAY, No. 4 Broad-st.

ALBERT H. NICOLAY, Auctioneer.

SALE OF HYPOTHECATED STOCK.—Shares of the Capital Stock of the CANNEL COAL COMPANY, of Coal River, Virginia, of the par value of $25, will be sold by me, on THURSDAY, the 7th of February, at 12 P. M., by ALBERT H. NICOLAY, at the Merchants' Exchange, in the City of New-York. The works on the Company's property are now in full operation, and have been constructed on Coal River, which is navigable from the Ohio, on one of the Great Kanawha River, the outlet to the Ohio. The coal on this property is of superior quality, and trial shipments have commanded the highest prices in Cincinnati.

ANTHONY J. BLEECKER, Auctioneer.

LATTER SALE OF VALUABLE GROUND AND LEASE-RIGHTS ON THE EAST RIVER.—AMPLE TIME.—ALBERT H. NICOLAY will sell, without reserve, on WEDNESDAY, Feb. 13, at 12 o'clock, at the Merchants' Exchange, the following valuable lots, situated on the East River, between 27th and 28th sts., and 2d and 3d-avs., viz.: Nos. 1 to 10 lots, carrying with them the lease-rights, which expire in 1919 well calculated for ship-yard, and coal yards. The water privilege carries with it the right of wharf for a depth of some 240 or more lots. The water is front is of sufficient depth to accommodate the largest class of vessels or lighting dock. For further particulars apply to the Auctioneer, No. 7 Broad-st.

JOHN W. SOMERINDYKE, Auctioneer, store No. 20 North William-st.

MORTGAGE SALE OF DISTILLERY.—JOHN W. SOMERINDYKE will sell, TO-MORROW, at 12 o'clock, at No. 125 Duane-st., by virtue of a mortgage, the contents of a Distillery, viz.: 1 copper Kettle, with goose neck, of 950 gallons, and do. of 750 gallons, one do. of 10 gallons, two copper stills, three copper columns, one copper charger of 750 gal ons, four copper worms with wooden condensers, lot of copper cooling plates, iron flavoring apparatus, two wooden fermenting tubs of 1,000 gallons, six iron tubs, iron boiler, rotarts, force-pumps, siphons, hydrometers, and steam gauge, office furniture, &c.

JOHN W. SOMERINDYKE, Attorney for Mortgagee.

R. L. DUNCAN, Auctioneer.

BY LEAVITT, DELISSER & CO.—New-York Auction Sales Rooms, Nos. 377 and 379 Broadway, corner of Whitehall, for the sale of Books, Stationery, Paper Goods, Works of Art, Jewelry, and Merchandise generally.—The second public trade sale of the NEW-YORK BOOK PUBLISHERS' ASSOCIATION will commence on THURSDAY, March 6, 1856, when ready, can be obtained of Phillips, Sampson & Co., and Little, Brown & Co., Boston; D. Appleton & Co., and M. Thomas & Sons, Philadelphia; Wm. Mielke, Louis Bonham, Robert Robinson, Moore, Wilstach, Keys & Co., Cincinnati; J. B. Steel, New-Orleans; A. Morris, Richmond, and of ourselves, which will be forwarded in the trade pre-paid.

LEAVITT, DELISSER & CO.

AUGUST H. MULLER, Auctioneer.

ADMINISTRATRIX'S SALE OF YONKERS PROPERTY.—A. H. MULLER will sell at public auction, on TUESDAY, Feb. 19, at 12 o'clock, at the Merchants' Exchange, the property of DELIA MCMASTER, deceased, a valuable lot of land, with three-story double house, thereon erected, situated on Broadway, in the Village of Yonkers. The lot is 50 by 271 feet.

R. D. MAS, Auctioneer, No. 393 Broadway.

MORTGAGE SALE OF STREET-SWEEPING MACHINE.—On MONDAY, Feb. 18, at 11 A. M., in 25th-st., between the 7th and 8th aves., consisting of 11 pair of horses, 11 harnesses, 27 sweepers, 17 sweeping brooms, 2 dirt carts, 3 water carts, 20 cart harnesses, 3 horse collars, lot of chains and forks, 4 bridles, 4 pair harness and a lot of blacksmith tools, consisting of anvils, bellows, stocks and dies, vise, tools and tongs, drilling machines, portable forge, and a number of old irons.

AUGUST HICKLEY, Auctioneer.

VALUABLE CORNER LOTS AT YORKVILLE AT AUCTION.—ALBERT H. NICOLAY will sell, on WEDNESDAY, Feb. 13, at 12 o'clock, at the Merchants' Exchange, SPECIAL SALES on MONDAY, TUESDAY, THURSDAY and FRIDAY.—Office, Nos. 21 and 23 Walker-st., where they offer at private sale, a great variety of State, Canal, City and Railroad Bonds and Stocks; negotiable Leases, Notes, Bills of Exchange, and Policies of Insurance, Annuities, Debts, &c. Substantial Life Assurance and Trust Company Bank.

AUCTION SALES.

STORE FIXTURES, LARGE PLATE GLASS WINDOWS.—On THURSDAY, Feb. 14, at 10 o'clock, at the store, No. 1 Liberty-st., by order of the 11th February

LEGISLATIVE INTELLIGENCE.

By Telegraph to the New-York Daily Times.

WASHINGTON.

The Prospect of Electing a House Printer.

Special Dispatch to the New-York Daily Times.

WASHINGTON, Wednesday, Feb. 6.

The House hopelessly divided on the House Printing question to great danger that our friends will be defeated. The best judgment I can form to-night is that Forney cannot get above eighty votes, while he can hardly have two opposing interests.

Hickman Cass and Colonel Ore have gone to stump New-Hampshire. S.

Mr. Marcy's Dispatch and the New Nicaraguan Minister—Mr. Yrisarri—Mr. Peter H. French—Minister Wheeler—The Spy Question—The Naval Retiring Board.

WASHINGTON, Wednesday, Feb. 6.

Minister Wheeler from Mr. WHEELER, the U. S. Minister at Nicaragua, represents the military force of General WALKER to be 1,200 men, and says that he will ultimately succeed in effecting a union of all the Central American States. He spiritually defends his course in recognizing the new Nicaraguan Government, in reply to Mr. MARCY's letter on that subject.

Peter H. French has again made formal application to be received as Minister from Nicaragua, but as Gen. WHEELER has been ordered home by Mr. MARCY, he will not probably be received. Mr. YRISARRI, the new Minister, is in the city on business with the Nicaraguan Government, preparatory to his departure for Washington.

The number of office seekers under the House organization have been largely increased by accessions from the South.

Captain Saunders, Commander Foote, and Lieutenant Selfridge, representing the three grades of the Naval Retiring Board, were this morning summoned before the Naval Committee of the Senate and interrogated concerning the reasons for the dismissal and retirement of the two hundred and one naval officers. This is the first time the action of the Naval Board has been officially questioned.

Commodore Stringham left here to-day to take command of the steam frigate *Merrimac*, at Boston, which vessel is soon to make a trial trip to Norfolk.

XXXIVth CONGRESS—First Session.

SENATE.... WASHINGTON, Wednesday, Feb. 6.

Mr. CRAPTON submitted a joint resolution authorizing the Sergeants-at-Arms of both Houses to purchase without delay the cases in Washington of individual suffering for want of fuel, and appropriating $5,000 for the relief of the poor.

In the debate on the resolution, Mr. FRENCH said the people had paid $4,000 to furnish Kossuth and rats with brandy, wine, and cigars, and surely they should give this trifle to the poor.

Mr. BRADY thought if Congress furnished water for the city, it might be furnish food for the poor.

After the adoption of an amendment making the Mayor of Washington and Georgetown the distributors of the money, the resolution was passed.

The resolution calling for the journal of the late Naval Retiring Board was then taken up, pending the discussion of which the Senate adjourned.

HOUSE OF REPRESENTATIVES.

WASHINGTON, Wednesday, Feb. 6.

The House proceeded to the election of Printer, by a viva voce vote, which resulted as follows:

Forney	88	Francis W. Blair, Jr.	2
Cornelius Wendell	29	Beverley Tucker	1
Nathan Sargent	11	Ridgway	1
Robert Farnham	18	J. Watson Webb	1
John T. DePree	4	Sneed	1
John T. Powers	1	Peck	1

Necessary for a choice, 99.

Two more votes were taken, the last with the following result:

Forney	74	Farnham	35
Wendell	10	Ridgway	5
Sargent	7	Scattering	4
Webb	46		

Necessary for a choice 90.

Without finishing the House adjourned.

United States Supreme Court.

WASHINGTON, D. C., Wednesday, Feb. 6.

No. 55. Argument continued by Mr. Vinton for the appellee, and by Hon. Geo. E. Pugh for the appellant.

No. 56. Jonathan Hunter, executor, appellant, vs. Philip H. Nicklin. Argument commenced by Hon. R. Winter Davis for the appellant, and continued by Mr. Lawrence for the appellee.

The Democratic Convention in Philadelphia—Mr. Buchanan for the Presidency—Difficulty about a Reporter.

PHILADELPHIA, Wednesday, Feb. 6.

The Committee on Resolutions reported to the Convention to-day, the resolutions which were referred to the Committee yesterday, recommending the Delegates to the State Convention to use all honorable means to secure the nomination of Mr. BUCHANAN. The Convention adopted the resolutions without a dissenting voice, voting day being dispensed with, by a vote of two-thirds, but it was finally decided by the same office, but it was finally decided by the same vote, that the reporter should be excluded.

The Convention was disturbed by the announcement that the "Sunday Kind-hearted" reporter of the "Times" was in the room, and ought to be excluded. A scene followed, the reporter finally withdrew, at the importunity of his friends, thus ending the trouble.

The candidates for delegates to the State Convention took oath this morning that they were not members of any organization proscribing citizens in consequence of birth-place or religion, and that they did not intend to become such.

Meeting of the New-York Delegation—The New-York Vice-President of the State Medical Society.

ALBANY, Wednesday, Feb. 6.

The New-York Delegation met, this evening, to consider the proposed new Charter, submitted by a Committee from the Board of Aldermen. Lieut.-Gov. RAYMOND, Mr. WITTE, Ald. BARNUM and others participated in the debate. All the members from New-York were in attendance. The general impression appears to be against the proposition of the Aldermen in its present form.

Dr. ALVAH MARCH was to-day elected President of the State Medical Society.

New-Jersey Legislature.

TRENTON, N. J., Wednesday, Feb. 6.

The joint resolutions in commendation of E. K. KANE, and his associates, were defeated to a third reading in both Legislature, to-day.

The joint resolution asking for the reestablishment of Commodore STEWART to the post of Captain in the Navy, failed in both Houses.

The South Jersey Railroad Bill has been returned to a final reading.

Fire at Philadelphia.

PHILADELPHIA, Wednesday, Feb. 6.

The woolen carpet factory on Haydock-street, in this city, was totally destroyed by fire at an early hour this morning. It was owned by James GARRARD, whose loss is $80,000; partially insured. A portion of the stock was saved. One hundred and fifty persons are thrown out of employment by the disaster. Four frame dwellings were also consumed, all of which were occupied by families.

Fire at Augusta, Ga.—Death of a Fireman in Chicago.

AUGUSTA, Ga., Wednesday, Feb. 6.

Above twenty stores and dwellings, mostly frame buildings, were destroyed by fire in this city last night.

[illegible] HILLIS, a prominent citizen, died here yesterday.

[illegible] Wednesday, Feb. 6.

The [illegible] from Cape Sheridan for Europe, left Portsmouth [illegible] Bremen [illegible] Hamburg. Six hours were lost. Part of the cargo, consisting of coffee and logwood, will be saved.

The Kentucky Union.

PORTSMOUTH, Wednesday, Feb. 6.

The Kentucky, put into Portsmouth this morning on her way from New-Orleans to Louisville, and intends to call at Maysville for coal.

Military Resolutions—Death of Hon. Hugh R. Jackson.

MILWAUKEE, Wis., Wednesday, Feb. 6.

E. H. JOHNSON, the late State Treasurer, is a defaulter to the extent of $60,000.

Hon. HUGH R. JACKSON, ex-member of Congress, died at his residence at Platteville yesterday.

Death by Freezing.

MIDDLETOWN, (Ct.) Wednesday, Feb. 6.

An inebriated woman named ELLEN DESMOND left this place last evening, on foot, to go to Middlebury, a distance of six miles. This morning her body was found on the ice, frozen stiff.

Detroit Municipal Election.

DETROIT, Wednesday, Feb. 6.

At our Charter election yesterday, O. M. HYDE, Republican, was elected Mayor by a small majority. The Democrats elected the remainder of the city ticket, and six of the eight Aldermen.

The Southern Mail.

BALTIMORE, Wednesday, Feb. 6.

We have no mail south of Washington to-day.

POLICE INTELLIGENCE.

ANOTHER LEGAL SWINDLER.

An Englishman, named Marcus Morton, who keeps a lawyer's shingle at No. 255 Broadway, was yesterday arrested on a charge of obtaining money under false pretences from a Miss Rosina Mathews, residing at No. 345 Broadway. Miss Mathews in her affidavit states that in November last, she saw an advertisement in a paper of a "lady wanted who could write a handsome hand." She answered the advertisement, and by so doing, was brought in contact with Morton, who stated that he wanted to receive a pupil for instruction in the art of writing visiting cards. For such, he desired the sum of $100. Miss Mathews declined paying the amount asked, but agreed to pay him $40 in two instalments, provided he would teach her and afterwards procure her a situation at $15 a week.

To this Morton acceded; but, after receiving the stipulated sum, and $26 besides, refused to comply with any part of his agreement. The defendant pleaded not guilty to the charge, and was locked up by Justice WOOD for trial.

ROW IN A DANCE-HOUSE.

On Tuesday night a disturbance took place at Montgomery's notorious dance-house and den of prostitution, in Water-street, between the proprietor of the place and a man named James Hendy, living at No. 374 Water-street, during which the former buried a large tumbler at the head of his antagonist, which struck him in the forehead, breaking in pieces and cutting him badly in the face, forehead and mouth, besides knocking him down. Montgomery was arrested and held to answer for the assault.

Miscellaneous.

A HORRIBLE DEATH—SUFFOCATED IN A CHIMNEY.

An inquest was held yesterday, by Coroner HILLS, upon the body of a young man named MILLER, who was found dead in the flue of a chimney at the premises No. 140 Cherry-street, where his body had been since last New-Year's Day. The circumstances of the case are as singular as horrible. We annex, in detail, the evidence taken before the Coroner's Jury:

THE TESTIMONY.

John Stuart, being sworn, says—I reside and keep a bakery at No. 140 Cherry-street; yesterday morning, about 10 o'clock, while my masons were endeavoring to clear a flue in the chimney of my house, they found it closed about six feet from the top; supposing that bricks and mortar had fallen into it and frozen, they made a fire with some shavings, and put it down the chimney, for the purpose of melting the obstruction; soon a strong smell was emitted, and, upon examination, they found the body of a man in the flue, with his hands upwards; the flue reached to the first floor; there was no complaint before Monday last that it was stopped up, but they were not in the habit of having fire on that floor; the masons being here, repairing my oven, I set them to work at the flue, with the above result; there were two young German women living on this floor, (the top,) but on the other side of the house, who had a young man boarding with them, and he disappeared soon after New-Year's day; the young women said he was their brother-in-law, and that they were much concerned about him, thinking that he had got into the river; they afterwards confessed that he was not related to them; I was told that he had a brother in Washington Market.

Sophia Dedrick, residing at No. 140 Cherry-street, being sworn, said she had been living at the above place for the last two months; her sister lived with her, and was acquainted with a young man named George Miller, who visited her very frequently for the last two years; he often complained of being unwell, particularly about the head; he staid at the house several days, just before New-Year's Day, *when he was taken ill, and appeared to be crazy*; we had a doctor attending him during his illness, who said that it was caused by the too free use of drink; he trembled a great deal, and talked wildly; on New-Year's morning he went out of the room with his shirt and drawers on; he had been out of his mind all night, talking about witches, &c.; I saw nothing of him again until this morning, when his body was shown me after it had been taken out of the chimney.

Emily Starr, residing at No. 140 Cherry-street, deposed as follows: I am the person spoken of by the preceding witness as her sister; I have known Geo. Miller, the deceased, for the past three years; I was in New-Jersey when he disappeared; I had not seen him for a week before I went to New-Jersey; he was poor, and in order to prevent his going to the Hospital I took care of him while he was sick; he never lived with me as my husband.

Jacob F. Miller, residing at No. 168 Allen-street, testified that the deceased was his brother, who disappeared some time ago; his proper name was Louis Miller; I know nothing of the manner in which he came to his death.

George Francis, residing at No. 140 Cherry-street, being sworn, testified that he occupied the 5th story of the rear building, the windows of which were on a level with the roof of the front building. On or about New-Year's morning while in my room, I saw a man crawling up through the scuttle of the front house having his tights clothes on. The roof was covered with ice and snow. I saw him get upon the chimney and force himself into it. I thought he was drunk and told my wife of this occurrence. I also told a man into whose flue I supposed he had gone, but no notice was taken of the matter. I thought the man had some means of getting down into his room by the chimney.

Dr. Eben. Hussel made an external examination of the body of deceased, and gave it as his opinion that death was produced by suffocation.

The case was then given to the Jury, who rendered the following

VERDICT.

"That deceased came to his death by suffocation, by jumping down the chimney of house No. 140 Cherry-street, on the 1st of January, 1856, while laboring under a fit of temporary insanity."

The deceased was a native of Baltimore, Md., 28 years of age. His parents are Germans, and being poor, Mr. Stuart (at whose premises the melancholy occurrence took place) kindly took upon himself the expense of having the body interred in Greenwood.

SINGULAR DISAPPEARANCE—A YOUNG MAN MISSING.

A young man named EDWIN M. PIERCE, aged 18 years, and son of R. A. PIERCE, Esq., a well-known dry goods dealer, doing business at No. 45 Liberty-street, has been missing since the first of the present month. He attended a party in Twenty-first-street, between Broadway and Fourth-avenue, on the night of the 31st of January, and left there for his home, No. 91½ East Twenty-ninth-street, about 3 o'clock in the morning, since which time he has not been heard of even in the remotest manner. His father has offered a reward of $500 for his recovery. He was five feet four inches high, stout built, full face, light complexion, light hair and blue eyes; dressed in black frock coat, black pants, black velvet vest trimmed with gold cord, black cravat, patent leather boots, black felt hat, and gray shawl. He had on a gold watch and chain, diamond breast-pin, and diamond finger ring.

[Advertisement.]

HILLS & SETTINGER'S ORIGINAL DANDELION COFFEE.—Are you troubled with indigestion, flatulency, constipation, sick headache or general debility? If so, get a box of this Coffee, and you will be relieved. Be sure and obtain the genuine, as imitations are added. For sale at the General Dépôt, No. 672 Broadway, and by most druggists.

[Advertisement.]

SHAVING MADE EASY.—Wet your shaving-brush in either warm or cold water, pour on two or three drops of "Balm of a Thousand Flowers," rub the beard well and it will make a beautiful soft lather, much facilitating the operation of shaving. Price only 50 cents. For sale by FERRIDGE & Co., proprietors, and all druggists.

[Advertisement.]

☞ The new Pen and Pencil, "LOWDEN'S Patent," is of more exquisite workmanship and finish, very ingenious in construction, and not liable to get out of order. Made in gold and silver by WILMARTH, CHESMAN & Co., No. 44 Maiden-lane, where may be found a general assortment of gold pens and pencils.

[Advertisement.]

HOLLAWAY'S OINTMENT.—The first Surgeons of this great country are generously and nobly recommending the celebrated Ointment and Pills to their fellows and public generally, as an efficient cure for wounds, bruises, burns, chilblains, and every other form of disease. Sold at 244 Strand, London, and by all respectable Druggists and Dealers throughout the world.

[Advertisement.]

SACRED WRITINGS CLASSES—Study Elocution for the ministry. Classes meet at 11 A. M. in New-York, and 4 o'clock P. M. in Brooklyn. Apply this week. Private lessons given.

OLIVER B. GOODRICH, No. 355 Broadway, and No. 317 Fulton-street, Brooklyn.

[Advertisement.]

PURDY'S NATIONAL THEATRE.—The new historical drama of "The Invasion of Ireland," and the grand pantomime of "Asphodel," are drawing crowds to the pretty National, and are yielding a rich harvest to its manager. Go to-night and see them.

[Advertisement.]

COLBURN & NASH.—Pianos and Melodeons for sale and to let, both new and old, lower than any other house. To let from $6 to $10 per month. For sale from $115 to $500. COLBURN & NASH, Agents, No. 426 Broadway.

MARRIED.

In this City, on Wednesday, Feb. 6, by Rev. Dr. Burchard, Mr. L. V. CLARK to Miss KATE E. FREEMAN, eldest daughter of Erastus Freeman, Esq., all of this City.

In this City, on Tuesday, Feb. 5, at the residence of the bride's father, by Rev. W. W. Phillips, D. D., ISAAC DOUGLASS to HENRIETTA, daughter of Henry M. Butlin, Esq., all of this City.

In this City, on Wednesday, Jan. 30, by Rev. M. E. Ellinger, of Jersey City, Mr. John Ramsey, of the firm of A. & J. Ramsey, to Miss MARY ELEANOR DELIA, only daughter of Dr. E. S. Newman, all of this City.

In this City, on Wednesday, Feb. 6, by Rev. Dr. E. F. Hatfield, JOHN J. ARMOUR, of this City, to Miss MARTHA JANE HOMER, of Nashua, N. H.

☞ New-Hampshire papers please copy.

DIED.

In this City, on Monday, Feb. 4, Miss SARAH WALTER, aged 36 years.

Her remains were interred in Greenwood Cemetery.

In this City, on Wednesday morning, Feb. 6, JAMES MCBRAIR, in the 70th year of his age.

The relatives and friends of the family are respectfully invited to attend his funeral, from his late residence, No. 15 Lispenard-st., on Friday, the 8th inst., at 1 o'clock P. M., without further notice.

In this City, on Wednesday morning, Feb. 6, Mrs. LUCRETIA VAN PELT, widow of the late Tunis Van Pelt, in the 85th year of her age.

Her friends are respectfully invited to attend her funeral, from her late residence, No. 99 Vandam-st., on Saturday, 9th inst., at 2 o'clock P. M.

In this City, on Wednesday, Feb. 6, ALICE, daughter of John and Agnes Harmer, aged 13 years, 10 months and 6 days.

Her funeral will take place on Friday next, the 8th inst., from the residence of her father, No. 128 West 18th-st., at 1 o'clock P. M.

In this City, on Wednesday, Feb. 6, JANE AUGUSTA, infant daughter of Samuel S. and Marie Sniffen, aged 9 months and 20 days.

The relatives and friends of the family are respectfully invited to attend her funeral, which will take place from the residence of her father, No. 39 8th-st., at 1 o'clock P. M., on Saturday, the 9th inst.

In this City, on Wednesday, Feb. 6, MRS. LUCIA BLODGETT, widow of the late Alba Blodgett, in the 55th year of her age.

The relatives and friends of the family are respectfully invited to attend the funeral, at her late residence, No. 126 Livingston-st., on Friday, the 8th inst., at 11 o'clock A. M.

In this City, on Tuesday, Feb. 5, LORRAINE H., wife of E. W. Bonney, M. D., and daughter of Hon. J. Fisk, late of Clinton Co., N. Y.

Relatives and friends are all invited to attend her funeral, at her late residence, No. 345 West 23d-st., on Friday, the 8th inst., at 2 o'clock P. M.

In this City, on Tuesday, Feb. 5, at the residence of Mr. Francis Torrance, No. 157 West 15th-st., Mr. MATTHEW MCARTHUR, of Grafton, Mass., aged 60 years.

In Brooklyn, on Wednesday, Feb. 6, of scarlet fever, THEODORA LOUISA CARRERA, aged 6 years 4 months and 13 days.

The relatives and friends of the family are respectfully invited to attend her funeral, this (Thursday) afternoon, at 3 o'clock, from the residence of her father, No. 244 Livingston-st.

In Brooklyn, on Tuesday, Feb. 5, at No. 194 Pearl-st., SARAH A. BALL, aged 1 year.

The remains were interred in the Cemetery of the Evergreens.

In Brooklyn, on Wednesday, Feb. 6, ALONZO EDWARD, only son of Zachariah and Margaret L. Voorhies.

The friends and acquaintances of the family are respectfully invited to attend his funeral, from the residence of his father, on Friday, at 2 o'clock P. M., at No. 4 Taylor-st.

At Gowanus, Brooklyn, L. I., on Wednesday, Feb. 6, at the residence of his grandfather, R. C. Bell, THOMAS L. COLES, Jr., only son of Thomas L. and Maria G. Coles, aged 6 months and 16 days.

The relatives and friends of the family, also of his grandfather, R. C. Bell, and Thomas Coles, are respectfully invited to attend his funeral, from the residence of his father, No. 371 East Broadway, this City, this day, (Thursday,) Feb. 7, at 2½ o'clock P. M.

In Peekskill, on Monday, Jan. 28, at his residence, TYLER FOWLER, aged 67 years.

At his residence, near Woodbridge, N. J., on Sunday, Feb. 3, after a protracted illness, THOMAS G. MARSH, Esq., in the 51st year of his age.

The funeral will take place on Friday, the 8th inst., at 12 o'clock P. M., at St. Peter's Church, Perth Amboy. Conveyances will be at the Dépôt at Rahway on the arrival of the 11 o'clock train from New-York. Returning, leaves Rahway at 4 P. M.

In this City, on Tuesday, Feb. 5, of congestion of the brain, HENRY DOUDNEY, in the 39th year of his age.

His friends and acquaintances, those of his brother, Nathaniel, and of his brother-in-law, N. S. Burt, are invited to attend his funeral, from his late residence, No. 152 Franklin-st., on Thursday, 7th inst., at 3 o'clock P. M.

In this City, on Monday evening, Feb. 4, Col. JAMES DUFF, in the 53d year of his age.

The relatives and friends of the family are respectfully invited to attend his funeral, on Thursday, at 1 o'clock, from his late residence, No. 54 West 22d-st., between 5th and 6th ave.

In this City, on Tuesday, Feb. 5, CHARLOTTE ELIZABETH, daughter of R. W. Horn, aged 6 years, 9 months and 22 days.

The friends and relatives of the family are respectfully invited to attend the funeral, on Thursday, the 7th inst., at 12 o'clock, from the residence of her father, No. 416 10th-av. Her remains will be taken to the Cemetery of the Evergreens, for interment.

COMMERCIAL AFFAIRS.

For Markets see Third Page.

Sales at the Stock Exchange, Feb. 6.

$5,000	Virginia 6s	94⅝	5	Mich. Central R. R.	90
500	do	94⅝	50	do	s3 90⅞
1,000	Missouri 6s	88⅝	140	do	90⅞
15,000	do	88⅝	100	do	b30 90⅞
1,000	Ill. Cen. R. R.	100	5	Mich. So. & N. Ia. R. R.	91⅝
1,000	Ill. Cen. R. R.	s3 88⅝	100	do	91
10,000	do	88⅝	150	do	s30 90⅞
10,000	do	b30 88⅝	50	do	s30 90⅞
1,000	do	88⅝	200	do	b10 91
5,000	do	s 88⅝	175	do	91⅛
1,000	Ill. R. bds. v. pay	87	300	do	b30 91⅛
1,000	Har. 1st Mg. Bds.	103	100	do	90
2,000	Hud. R. 1st M. Bds.	98	50	do	s10 91⅛
47	Bank of America	112	100	do	s30 91⅛
25	N. Y. Gas Co.	92	100	do	91⅛
40	Ocean Bank	90	100	do	s30 91⅛
125	Bruns City L. Co.	8⅝	100	do	91⅛
300	Nic. Transit Co.	91⅝	100	do	s30 91⅛
150	do	b10 91⅛	350	Harlem R. R.	s3 17⅝
50	do	b30 91⅛	50	Panama R. R.	b30 100⅞
100	Cumb. Coal Co.	24	50	do	100⅞
100	do	b4 25⅝	100	Ill. Cen. R. R.	b30 96
300	do	s60 26⅞	34	Sixth-av. R. R.	78
50	do	b10 28⅞	100	Clev. & Pitts. R.	b60 63
100	do	b30 29⅛	32	Third-av. R. R.	59
100	Chiriqui Cl Co.	b30 25	425	Cal. & Chi. R. R.	102⅝
50	Canton Co.	b30 52⅞	100	do	b30 110
50	do	52⅞	100	do	b60 110⅛
811	Erie Railroad	s 38⅝	300	Clev. & To. R. R.	74⅝
50	do	s3 38⅝	200	do	74⅝
100	do	b60 38⅞	100	do	s10 74⅞
100	do	s10 38⅞	15	C. & R. I. R. R.	80
200	do	s30 38⅞	30	do	80⅛
300	do	s30 38⅞	50	do	b3 80
50	do	s30 38⅞	50	do	b10 80
100	Reading R. R.	s10 57⅞	150	do	b60 80
150	do	s3 58⅞	122	do	s 80⅞
200	do	s30 57	25	do	80
400	do	b60 57⅞	43	Mil. & Miss. R. R.	53⅛
18	do	57⅞	70	do	53
100	do	b3 57⅞	50	do	b30 53⅛
200	do	s6 57⅞	15	N. Y. Cen. R. R.	80⅛
5	N. H. & Hart. R. R.	122⅞			

SECOND BOARD.

$12,000	Ill. Cen. R. B.	s8 86⅞	100	Canton Company	21⅞
400	Camb'd Coal Co.	s30 26⅞	100	do	b10 23
800	do	26⅞	140	Flor. & Key. Jn.	b60 [illegible]
200	do	b30 28⅞	150	M. S. & N. Ia. R.	s30 91⅞
100	do	s10 28⅞	20	do	91⅞
100	Nicar. Transit Co.	21⅞	35	Gal. & Chic. R. R.	100⅞
100	do	21⅞	10	do	100⅞
350	Erie Railroad	38⅞	200	Clevel. & Tol. R.	b60 75
100	do	b30 38⅞	400	do	s30 74⅞
400	do	b10 38⅞	50	Chic. & R. Isl. R. R.	89⅞
100	do	s10 38⅞	50	N. Y. Cen. Railroad	80
100	do	b10 38⅞	100	Reading Rail'd.	b10 57⅞
25	do	38⅞	10	do	57⅞
200	do	b30 38⅞	200	do	57⅞
100	do	s30 38⅞	50	Panama Railroad	100⅞

WEDNESDAY, Feb. 6—P. M.

The slight depression in Stock prices noticed yesterday afternoon, and which was again felt at the early meeting of the Brokers to-day, was fully recovered from in the afternoon, and the market closed firm. The business of the day was quite active in Western Road Shares and in Illinois Central Bonds; but otherwise the sales on the list are only to a fair amount. At the Second Board, Erie left off firm and in good request at 58⅝@⅞, against 58⅞ at the close on Tuesday. The fluctuations in Southern Michigan Shares were from 90⅝ to 91⅛; in Illinois Bonds, 89⅝ to 88⅞—both closing firm; Reading, 67⅞@⅞, last price and bid. The operators in Nicaragua Transit Shares, not behind the scenes, are befogged by the sudden fall and large sales of yesterday, though the last price to-day, 21⅞, was a fraction above the morning sales. Toledo, Galena and Rock Island Shares were all firm. New-York Central not so strong as yesterday, until the very close, when the stock was wanted at 80, short buyer's option.

The day was a quiet one in Money and Exchange affairs. The steamer sailed too early to allow of any additional business in Bills. Specie is a fraction easier, as shown by the advance of 1-16@⅛ from the previous quotations, the demand being well sustained. The impression, however, is, that with the breaking up of the hard weather, more bills will be made both here and at New-Orleans than at any time since December. The bullion taken out by the *Africa* amounts to $303,941. Advice was received to-day, by telegraph from New-Orleans, that the Texas Legislature has finally accepted the Compromise bill passed by Congress at the last session, for the payment of $7,750,000 to her creditors having claim on the Federal Government and to her own Treasury for Indian depredations. This will let loose in the course of a few months—possibly at a very early day—a corresponding sum in Gold now locked up in the Sub-Treasury, and cancel $5,000,000 of the Public Debt and interest since 1850, held in trust for the Texas creditors. Money keeps easy among the Brokers, with a fair employment on Stocks, and a good demand for Discounts at 8@10 ⅌ cent. outside of Bank. The Cotton market continues firm here, and telegraphic advices speak of stiff bidding at New-Orleans, without much stock offering. The obstructions to the Western roads by ice and snow are puzzling the Provision and Grain factors to much inconvenience, while the condition of the streets and docks retards the export movement. Some renewals of Western acceptances are being made, in consequence. The Sub-Treasury received, today, $111,564; paid $171,888, and held at the close a regular balance of $1,763,863. With the machinery of Congress under way, and the Texas debt appropriation confirmed, the probability is that the disbursements by the Government this Spring will be largely in advance of the income from Customs.

The subscribers to the Park Bank were not all able to sign the articles of association in consequence of the press yesterday and to-day. They will remain open on Thursday, (to-morrow,) but no longer. The Nassau Fire Insurance Company have made a half-yearly dividend of 8 ⅌ cent., payable on demand. The St. Marks Company, 5 ⅌ cent., payable on the 11th inst. The Knickerbocker Stage Company, 5 ⅌ cent., payable on or after the 9th inst. The Rome and Watertown Road a dividend of 10 ⅌ cent., in scrip, to New-York stockholders at the People's Bank, Canal-street. The Oriental Bank a dividend of 3½ ⅌ cent., payable on the 11th inst. The Cleveland and Toledo Company received $77,713 in January, against $61,858 same month last year.

PEORIA ILLINOIS ROAD.

Line from Mississippi River at Burlington, east to junction with Chicago and Alton Road, 143 miles.

Western Section, Peoria to Burlington (66 miles opened)	66 miles.
Eastern Section, Peoria to Alton Road, (13⅓ miles opened)	50 miles.
Expenditure, $605,000; First Mort. to issue	
Total	143 miles.

The first mortgage upon the Eastern Section has just been created, after the above private expenditure of $605,000, in all for half a million of dollars, 8 ⅌ cents. Convertibles. One half the Bonds, $250,000, were yesterday negotiated through DE COPPET & Co., to a list of subscribers of the first respectability, the remaining half held subject to their control, and not to come upon the market until 36⅓ miles are opened to the junction of the Illinois Central. The net earnings on the 18⅓ miles now operated will pay the interest on the entire mortgage of $10,000 a mile on the 50 miles. Of the Western Section, 48 miles are operated under a three years' lease—two years now to run—by the Chicago and Burlington Company. They pay the Peoria Company $45,000 a year; using their own equipment, and also pay in addition two-thirds the net earnings on the 48 miles. They have loaned the Peoria Company $200,000 by way of advance on the lease, holding therefor double the amount of their second mortgages. The remaining 50 miles, making the connection complete west of Peoria to the Mississippi, will open through by the 1st July.

PENNSYLVANIA RAILROAD, 1855.

Gross receipts	$4,970,015 56
Deduct paid other roads	781,693 29
Balance	$3,588,326 27
Expenses and tonnage tax	1,709,409 73
Net profits of year	$1,879,917 54

NEW-JERSEY RAILROAD AND TRANSPORTATION COMPANY.

Capital Stock	$3,482,850	
Funded Debt	820,000	
Profit and Loss	137,945	
January, 1856, Dividend	174,180	
Total	$4,474,918	
Construction cost	$3,567,358	
Ferry, Bridge and other prop'y	906,066	
Total	$4,809,451	
Cash in bank	165,467	$4,474,918
Receipts of 1855	$361,514	
Expenses	860,767	
Net earnings	$500,747	
July, '55 and Jan., '56, dividends	$348,245	
Interest and Contingencies	152,502	$500,747

CONTINENTAL FIRE INSURANCE COMPANY.

Capital and surplus assets		$635,949
Gross income for 1855	$178,379	
Losses and Expenses	357,800	
Dividends	50,000	
Clearing unadjusted	4,904	$142,796
Surplus of year		$35,579

At the annual meeting of the stockholders of the Lehigh Valley Railroad Company, the following Board was elected: *President*, WILLIAM W. LONGSTRETH; *Managers*—JOHN P. JOHNSTON, W. H. GRATZMER, J. G. FELL, ASA PACKER, E. A. PACKER, and D. BARNEY. The Lehigh Valley Railroad is the Pennsylvania extension of the New-Jersey Central Railroad.

Mr. ALBERT H. NICOLAY's regular semi-weekly auction sale of Stocks and Bonds will take place to-morrow, (Thursday,) at 12½ o'clock, at the Merchants' Exchange.

Western Roads—No. III.

To the Editor of the New-York Daily Times:

The Northern line of the GALENA AND CHICAGO UNION RAILROAD runs from Chicago to Freeport, 121 miles, connecting there with the Illinois Central, 67 miles, to Dunleith. At Belvidere, 78 miles from Chicago, it connects with the Beloit Branch, now drawing a large business from Janesville and Wisconsin. At the Junction 50 miles from Chicago, to which point a double track is in process of construction, the Dixon and Iowa branch line connects, running 106 miles to the Mississippi, at Fulton. The Chicago, Burlington and Quincy Railroad also connects at this point, running its business with its own cars and machinery on the Galena Road to Chicago. Ten miles west of Chicago, what was formerly the St. Charles Air Line (recently bought by the Galena Road for $340,000) connects with the main track, and runs 10 miles to dépôt grounds upon the south branch of Chicago River, about two miles from the business portion of the City.

At Chicago the Company's chief dépôt grounds are upon the main branch of the river, less than one-quarter of a mile from the lake, where they have upwards of 1,000 feet of valuable water frontage. Upon these grounds are erected two extensive freight-dépôts and a fine grain-house, capable of stowing 400,000 bushels. Two blocks west of this is the passenger-building, which is small and inconvenient. West of this again, across the north branch of Chicago River, the Company have other grounds, for the reception of lumber and coarse merchandise, and here the engine-house and machine-shop are located. The north branch is crossed by a drawbridge, which is so frequently open during the season of navigation as to be a cause of serious detention to trains and the general business of the road. These grounds, though valuable in themselves as property, are, from their detached position, (which increases expenses of dépôt service,) and inconvenient access across the bridge referred to, and through public streets, illy adapted for railroad purposes. In consequence of the obstruction caused by long freight trains crossing the line of other principal thoroughfares, a strong feeling has been raised against the road continuing to use the street, and without, there are doubts whether they have any right there, in consequence of legal informality in originally laying out the street through which they run. Should they be driven out, the freight, passenger and grain buildings will prove a heavy loss, and they must resort to the St. Charles dépôt on the south branch, thus losing the use of 10 miles conveniently located, or place some dépôt upon the west side of the north branch, at an expense for ground purchase, and other water frontage can now be obtained at only a very high price.

The track of the Road from Chicago to Freeport is generally in good order and well ballasted, but many of the station buildings are inferior and too small for the business. Upon the first fifty miles great delay has been experienced the last Summer from inadequate water stations.

The Dixon and Iowa line has about 30 miles ballasted and partly fenced, the remaining 56 miles being in the condition of a new road requiring considerable outlay for these matters. Excepting at the Junction and Dixon, the whole line is destitute of suitable station buildings. The Beloit branch, 90 miles, is in good order, but also requires buildings. The rolling stock, generally, is in good condition, though some improvement might be made in their engines and passenger cars, both of which show marks of great wear. The result of my observations and inquiries do not justify the high encomiums that have been lavished lately upon its management. There is a want of discipline and head on the road that has already led to serious evils, both in its internal economy, its connection with other roads, and the public at large, and may, if not corrected, by efficient superintendence and more far-seeing and liberal views generally, seriously damage the property.

Its financial management seems also open to serious objection. Some time last Spring, it appears, they negotiated to one of their own directors (who since the failure of Messrs. WADSWORTH & BRUNSON is understood to be the chief financial agent of the Company) $500,000 of 3d Mortgage Bonds at 75 cents on the dollar, with an agreement not to issue any more until after the close of the year. This was done at a time when the stock was worth about 90 per ct., and it excited much comment among the friends of the road that this negotiation should have been so quietly and privately closed at such low rates without advertisement, it being a most unusual thing to sell Mortgage Bonds (both being at a discount) at less than the market value of the stock. A scrip dividend of 5 per ct. was declared last February, payable in a year, and to meet this scrip and the nominal cash dividend declared this February, an issue of 5,000 new shares have been made to the stockholders, thus showing the only really cash dividend paid by the road for eighteen months past to be that of 5 per cent. in August. On the top of this issue we have now a stock dividend of 12 per cent., making another new issue of 6,000 shares, or say 11,000 shares in all within three months. The policy of declaring this stock dividend now instead of at the end of their fiscal year, (May 1,) when they could correctly ascertain their operating and other expenses, may well be doubted, unless the managers had ulterior views as to the effect that this nominal large dividend would have upon the price of its stock, thus making the first issue of 5,000 shares palatable to stockholders.

There has been a want of fairness, too, in its statement of earnings, they having instituted a comparison of receipts with last year without stating the additional number of miles in operation.

Much comment has lately been excited at Chicago by the apparent connection between the Galena road and what are there called Wild-Cat Bankers, a disposition having been shown on the part of the Galena managers to circulate this illegitimate currency in opposition to the wishes of the community and the course taken by the other leading roads. Whether this is a matter of taste or policy connected with their financial management, (one of their leading Directors and financial agent being deeply interested in this currency,) it is equally impolitic and dangerous, the Galena road, like other corporations, being amenable to public opinion.

The earnings of the road, as furnished by report of